

INSTITUTE FOR SUPPLY MANAGEMENT

RIO GRANDE VALLEY CHAPTER

ISM-Rio Grande Valley, Inc.

Presents

SUMMER SESSION 2024



A PUBLIC PURCHASING SEMINAR from

June 26TH, 27TH, 28TH, 2024

Designed for Public Education Purchasing Professionals with special emphasis on the latest developments that are essential in educational purchasing.

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Thank you Sponsors

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CALENDAR OF EVENTS —

SUMMER SESSION 2024

A PUBLIC PURCHASING SEMINAR

June 26, 27, 28, 2024

Hilton Garden Inn Beach Resort · South Padre Island, Texas

Tuesday, June 25 3:00 - 8:00 p.m. Exhibit Set-Up

Wednesday, June 26 10:00 a.m. Registration Begins

10:00 - 5:00 p.m. Exhibits Open

1:00 - 5:00 p.m. Classes

3:00 p.m. Afternoon Break

5:30-7:30 p.m. Reception & Networking Session

Thursday, June 27 7:00 - 9:00 a.m. Continental Breakfast

8:00 - 5:00 p.m. Exhibits Open

8:00 - 5:00 p.m. Classes

10:00 a.m. Mid-Morning Break

12:00 - 1:00 p.m. Lunch

3:00 p.m. Afternoon Break

5:30 - 7:30 p.m. Reception & Networking Session

Friday, June 28 7:00 - 9:00 a.m. Continental Breakfast

8:00 - 12:00 p.m. Classes

10:00 a.m. Mid-Morning Break

12:00 p.m. Lunch on your own

1:00 - 3:00 p.m. Group Sessions (Optional)

PLEASE CLICK ON CLASS TITLE FOR A DIRECT LINK TO CLASS MATERIALS.



8:00 – 1:00		SET-UP VENDOR EXHIBITS
10:00 – 1:00		REGISTRATION
1:00 – 1:05		INTRODUCTION
1:05 – 2:00	W-1	REPORT ON LEGISLATION: ARE YOU COMPLYING WITH THE LATEST BILLS • Narita Holmes • Carol Cooper • Diane Palmer-Boeck • Jesus Amezcua
2:00 – 3:00	W-2a	ANNUAL CONTRACTS MANAGEMENT AND RENEWAL PROCESS • Diane Palmer-Boeck • Kellie Pendleton
3:00 – 3:15	W-2b	VENDOR PRESENTATIONS
3:15 – 4:00	W-3a	INTRODUCTION TO YOUR NEGOTIATION STYLE • Diane Palmer-Boeck • Kellie Pendleton
4:00 – 4:30	W-3b	ELECTRICITY BUYING STRATEGIES IN TODAY'S HIGH PRICED MARKET • Annette VanBrundt
4:30 – 5:15	W-4	ACQUIRING A FLEET OF VECHICLES - ADVANTAGES OF PURCHASING VS LEASE OPTIONS • Ed Cain • Jennifer Garcia

SUMMER SESSION 2024								
Class Schedule Thursday—June 27, 2024								
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TIME		CLASSROOM A		CLASSROOM B				
8:00 - 9:00	T-5A	PURCHASING LAWS - 101 FOR CITIES * Diane Palmer-Boeck * Kellie Pendleton	T-5B	PURCHASING LAWS - 101 FOR COUNTIES * Narita Holmes * Carol Cooper				
9:00 - 10:00	T-6A	PURCHASING METHODS FOR CONSTRUCTION PROJECTS * Andy Carey * Lee Perry	Т-6В	WHAT TO EXPECT FROM EXTERNAL AU- DITORS - TO INCLUDE ARPA * Jesus Amezcua				
10:00 - 11:00	Т-7А	E-PURCHASING WITH ARTIFICIAL IN- TELLIGENCE * Dan Elliott	Т-7В	PURCHASING REQUIREMENTS/ GUIDELINES - FEDERALLY FUNDED GRANTS * Kellie Pendleton				
11:00 - 12:00	T-8A	INSURANCE REQUIREMENTS FOR PURCHASES * Joey Lopez	T-8B					
12:00 - 1:00		LUNCH						
1:00 - 2:00	T-9A	THE HEART OF PURCHASING SPECIFI- CATIONS * Mark Rogers	Т-9В	JOB ORDER CONTRACTING MANDATORY PROCEDURES * Stephen Kendrick				
2:00 - 3:00	T-10A	THE BLIND REQUIREMENT: ETHICS * Mark Rogers	T-10B	YOU'RE OUTTA HERE (HOW TO TERMINATE A CONTRACT) * Carol Cooper * Narita Holmes				
3:00 - 4:00	T-11A	ATTORNEY GENERAL DO'S AND DON'TS * Luke Woodward	T-11B	HOW TO EVALUATE AN RFP * Jesus Amezcua				
4:00 - 5:00	T-12A	THE FORTRESS OF SOLITUDE (COPING WITH UNCERTAINTY) * Meliton Moya	T-12B	YOUR PARTNER - PURCHASING COOP- ERATIVES * Carol Cooper * Narita Holmes				

PLEASE CLICK ON CLASS TITLE FOR A DIRECT LINK TO CLASS MATERIALS.



8:00 – 9:00	F-13	APPLYING INTERNAL CONTROLS IN THE PURCHASING PROCESS • Narita Holmes
9:00 – 10:00	F-14a	REAL PROCUREMENT QUANDRIES • Carol Cooper • Narita Holmes
10:00 – 11:00	F-14b	HEADLINE NEWS ARTICLES • Panel of Speakers
11:00 – 12:00	F-15	QUESTIONS & ANSWERS SESSION • Carol Cooper • Jesus Amezcua • Narita Holmes • Diane Palmer-Boeck • Mark Rogers • Stephen Kendrick
12:00 – 1:00		LUNCH
1:00 – 3:00		GROUP SESSIONS (OPTIONAL)



IESUS J. AMEZCUA, CPA

Jesus is the Assistant Superintendent for Business Services for HCDE, he oversees the financial management, investment management, debt management, procurement, compliance, tax collections, accounts receivable, accounts payable and payroll departments. Dr. Amezcua is a CPA as authorized by the Texas State Board of Public Accountancy and a member of the Professional Standards Committee for the Texas Society of CPAs. Jesus has been an adjunct professor for accounting, auditing, governmental and not for profit accounting, ethics and finance management, marketing, and tax and business courses for 22 plus years. He received his Doctor of Educations Administration from Texas A&M University in 2014. He received his MBA in 1990, Pubic Accountancy in 1994, and International Logistics in 2001 from Texas A&M International University; additionally, he received his Bachelor of Arts Degree in Business Administration and Accounting in 1987.

ED CAIN, PRESIDENT, GOVERNMENT/COMMERCIAL DIVISIONS

Ed is a leasing and fleet management expert with over 35 years of experience working with commercial and government fleets. In his 35-year tenure, Ed has held senior management roles with Enterprise Fleet Management, Shell Oil Company, LeasePlan USA, and since 2017 with D&M Leasing. Ed was recruited by D&M Leasing to use his experience to build a team of fleet management experts that could deliver strategic insight into all areas of fleet operations from acquisition through disposal. Key focus area is Lifecycle Analysis- understanding the proper time to cycle in and out of a vehicle, which thereby lowers a fleet's Total Cost of Ownership. Ed has developed fleet management plans for: States, Municipalities, Universities, Fortune 50 companies, and privately owned commercial companies.

ANDY CAREY

Andy Carey is a Senior Procurement Specialist at the Travis County Purchasing Office. Andy received a bachelor's degree in Construction Science and Management, with a minor in Business Administration, from the University of Texas at San Antonio. He worked as an Assistant Project Manager for a general contractor on projects in McAllen, San Antonio, and Austin, TX. Andy joined the Travis County team in February 2017, as a Procurement Specialist to support the Transportation and Natural Resources department. After some time in the Purchasing Office, Andy began to provide support for the Facilities Management Department, and managing the Job Order Contracts program. From there, he dived into reading statute on Job Order Contracting and discussing legalities with the County Attorney to the learn the ins and outs of Job Order Contracting. With new knowledge and experience gained, Andy set out to make improvements to the Travis County JOC program. Andy currently manages the JOC program and provides support for all of Travis County's construction and architectural and engineering needs.

CAROL COOPER, CPM., CPSM, CPPO

Carol has been providing consulting and training on procurement and professional development topics at conferences, workshops and governmental work-sites since 1996. Prior to retirement from the City of Garland, Texas in 2011, Carol was the Director of Materials Management. She was actively employed in the purchasing and supply profession since 1978. She has both public and private sector experience in a variety of industries. Carol has served on the Board of Directors for ISM-Dallas, ISM Southwest Forum and BuyBoard. She is a Charter member of the Texas Public Purchasing Association and served on the TxPPA Board of Directors. Carol is a co-founder of N&C Consulting, specializing in procurement solutions. Carol is a graduate of the University of Texas at Dallas and holds a lifetime C.P.M. and CPPO.

DAN ELLIOTT

Dan Elliot provides a point of contact to clients and potential clients for procurement products. Dan focuses on his relationship building and how the Euna solutions can affect daily activities in purchasing operations. For over twelve years he has provided outstanding Euna solutions to government agencies.

IENNIFER GARCIA

Jennifer Garcia is the Regional Vice President for D&M Leasing in the Rio Grande Valley. Jennifer has a Bachelor of Science from the University of Texas Pan American and comes with over 13 years of finance and insurance experience in the automotive industry. Most recently serving at Lexus of the Rio Grande Valley, she joined D&M with the vision of making an impact and serving the community at a higher level. Jennifer is an expert in government fleet management specializing in procurement solutions for governmental entities.

NARITA K. HOLMES, MBA, CPA., CIA, LCTURER IN ACCOUNTANCY AND COMPLIANCE AND TITLE IV CO-ORDINATOR, THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN, AND PURCHASING CONSULTANT

A C.P.A. in the state of Texas since 1971, Narita has extensive experience in both the financial and purchasing sectors. She served as Ector County Purchasing Agent from 1987 until she retired in 2004. Her employment includes three years with a big-eight accounting firm, fifteen years as chief financial officer for financial institutions and most recently Director of Audit and Compliance for The University of Texas of the Permian Basin. Narita has been an accounting instructor at the college level and also has taught a variety of management courses including Purchasing Management. She speaks frequently on a variety of topics for workshops, conferences and in-service training. A graduate of the University of Texas at Austin with a BBA in Accounting, she earned an MBA in Management at the University of Texas of the Permian Basin. Narita is a Charter member of TxPPA and is co-founder of N&C Consulting, specializing in procurement solutions for governmental entities.

STEPHEN KENDRICK, RTSBA

Stephen is Senior Manager of Facilities Planning at Harris County Department of Education. His wide-reaching expertise in facilities stems from more than 25 years of experience in construction, job order contracting, and procurement in the government, education, and private markets. Kendrick conducts training for school districts and other governmental entities. After graduating with a degree in business from Texas A&M University – Corpus Christi, Kendrick strengthened his project management skills with positions at ExxonMobil, Perry Homes and Vogel Construction, eventually landing a job at Santa Fe ISD as Assistant Director of Maintenance and Operations.

IOEY LOPEZ

Joey Lopez was born and raised in Brownsville, Texas. As a lifelong resident, Joey attended and graduated from Sacred Heart, St. Mary's, and St. Joseph Academy. After graduating from St. Joseph Academy, he attending Pan American University. In 1981, Joey graduated with a bachelor's degree in business administration majoring in accounting and marketing. Joey served as a School Board Trustee from 1990 - 2000 and BISD South Texas ISD 2002 - 2018, and currently serves as County Commissioner since 2019. For the past 36 years, he has also consulted as a financial advisor, tax preparation and planning, and insurances.

MELITON MOYA, Ph.D

Dr. Moya earned a B.A. in Psychology and Sociology from Pan American University in 1974 and earned his Ph.D. in Clinical Psychology with a minor in Social Psychology from the University of Colorado at Boulder in 1981. He spent twenty years as a public servant (Air Force, welfare, outpatient and inpatient mental health, juvenile and adult probation, public education administration, and teaching psychology and education at the college undergraduate and graduate levels.) In 1993, he founded The Process Manager, a consulting service specializing in K-12 psychoeducational management solutions. In 2013, he decided to focus on his writing career. He is now writing his third book and looking to publish his first two books along with poems and essays he has written through the years while also consulting with attorneys, courts and as a member of the Citizens Review Teach for Child Protective Services.

KELLIE PENDLETON

Kellie Pendleton currently serves as the Chief Procurement Official for the City of Plano. She has been an integral member of the procurement team since 2012, holding key positions. Her commitment to her role is evident through her possession of the CPPO, CPPB, and NIGP-CPP certifications. Kellie takes an active role in various committees aimed at advancing the professional growth within the procurement field. Her dedication extends to imparting knowledge to fellow procurement experts, end users, and suppliers, with the ultimate aim of ensuring uniform and high-quality outcomes.

LEE PERRY

Lee Perry is currently a Procurement Specialist IV with the Travis County Purchasing Office. Lee is an Army Veteran and joined the Travis County Purchasing Team in 2005. Prior to Travis County, Lee was a Contract Manager for the State of Texas for 8 years. He has experienced all types of procurements but has always had Capital Improvement projects in his DNA. Lee grew up running road construction teams for his father until his retirement in the 80's. He has led the Travis County Construction team for the last 7 years.

MARK ROGERS

Mark has been providing training and consulting on public purchasing issues since retiring in 2009. Prior to his retirement in 2009, Mark was Director of Materials Management for the Austin Independent School District for twenty-four years. Prior positions include Director of Materials Management for the University of New Mexico at Albuquerque and Director of Purchasing & Support Services for Austin Community College. Mark has been speaking on public purchasing at the LBJ School of Public Affairs at The University of Texas since 1981 and at public purchasing seminars for the Rio Grande Valley chapter of ISM-Rio Grande Valley since 1988. While Director of Materials Management at the University of New Mexico at Albuquerque, he was responsible for implementing the New Mexico Procurement Code. Mark has been in public purchasing since 1974. He is a graduate of The University of Texas at Austin.

DIANE PALMER-BOECK, CPPO, CPPB

Ms. Palmer-Boeck has 23 years municipal procurement experience and 29 years' experience in public procurement, beginning with the US Army in West Germany, Redstone Arsenal, AL and Ft. Hood, TX. Diane was the Chief Procurement Of Dicer at the City of Plano overseeing the activities of the Procurement, Inventory Control and Project Management Divisions. She served on the Board of Directors for the National Purchasing Institute from 1998 – 2006 and is the past president. Diane earned her degree from Edinboro University, Edinboro, Pennsylvania.

ANNETTE VAN BRUNDT

Ms. Van Brunt is President of Van Brunt & Associates, Inc. which offers energy consulting services to large end users across the state of Texas. In her role at Van Brunt & Associates, Inc., she works to assist energy users in the public and private sectors in managing their energy consumption and procuring energy in the most cost-effective manner possible while minimizing risk. She has worked in deregulated markets across the US for over 28 years, and has operated in Texas deregulated markets since its inception for over 21 years. Ms. Van Brunt brings over 30 years commercial energy experience to her clients from her tenure at a variety of energy related companies including an oil and gas producer, interstate pipeline company, wholesale trading and marketing company, retail energy marketing firm, and energy software solutions company. Ms. Van Brunt has a bachelor's degree in economics from Harvard University and an MBA in Finance from Rice University.

PHILLIP VASQUEZ

Phillip has 25 years of materials management experience in developing cost effective contract strategies. Phillip has a BA from Oklahoma State University. Phillip has directed major technology procurements, major cooperative contracts, and major construction contracts. Phillip oversaw a portfolio of over \$500 million is cooperative purchasing contracts while with a large program. He has worked or collaborated with over 8 different purchasing cooperatives trying to understand what a Cooperative Purchasing Best practices. Phillip has worked for the City of Dallas, Dallas County, Region 4 ESC, and for Collin College. Prior to joining Collin College, Phillip founded Shepherd Government Services. He often speaks on various topics especially Cooperative Purchasing.

LUKE WOODWARD

Luke Woodward is an Assistant Attorney General in the Antitrust Division of the Texas Attorney General's Office where he works on a range of antitrust cases, including civil bid rigging suits. Prior to working at the Attorney General's Office, Luke worked in the private sector focusing on administrative law and permitting issues. Luke attended Texas Tech University and earned a finance degree with honors before going on to graduate Summa Cum Laude with his JD and MBA degrees from the Texas Tech School of Law and Rawls College of Business.

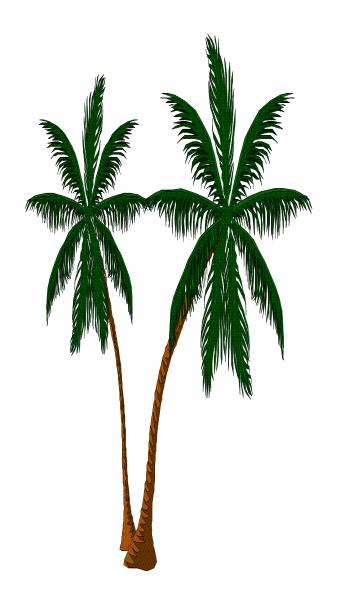


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SUMMER SESSION 2024



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SUMMER SESSION 2024

June 26, 27, 28, 2024 South Padre Island, TX

Company Name: D&M Leasing

Address: 1400 W 7th Street, Suite 200

Ft. Worth

Phone: 2144121656

Email: ecain@dmautoleasing.com
Website: https://www.dmfleets.org/

Products: Vehicle Leasing and Fleet Management

Contact Person 1: Ed Cain

Email: ecain@dmautoleasing.com

Contact Person 2: Jennifer Garcia

Email:

jennifer.garcia@dmcommercial.com

Contact Person 3:

Email:

Vendor #:2

Company Name: Doggett Freightliner of South Texas

Address: 3103 North Cage Blvd

Pharr, TX 78577 **Phone:** 956-559-3322

Email: mark.brunnemann@doggett.com

Website: www.doggett.com

Products: Class 5, 6, 7, and 8 Trucks. Can mount any vocational body that municipality will need. Water trucks, Dump trucks, Oil distributor trucks, Vacuum trucks, Roll-off trucks, Garbage trucks, Mechanics truck, Fuel Trucks,

Service trucks, Fire trucks and numerous more

Contact Person 1: Mark Brunnemann

Email: mark.brunnemann@doggett.com

Contact Person 2: David Mancilla Email: david.mancilla@doggett.com

Contact Person 3:

Email:

Vendor #:3

Company Name: Doggett Heavy Machinery Services, LLC

Address: 901 E Interstate 2

San Juan, TX 78589 **Phone:** 9562506706

Email: tony.barreto@doggett.com Website: www.doggettt.com

Products: John Deere Construction Equipment Dealer

Contact Person 1: Tony Barreto
Email: tony.barreto@doggett.com

Contact Person 2: Danny Jackson Email: danny.jackson@doggett.com

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Company Name: Imperial

Address: 302 Parkview Circle

Harlingen

Phone: 19565412281

Email: gary.ellis@imperialdade.com

Website:

Products: Sanitary Supplies

Contact Person 1: Gary Ellis

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Contact Person 2: Gary Ellis

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Contact Person 3:

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Vendor #:5

Company Name: XRX Business Consultants

Address: 708 N McColl Rd

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Phone: 9568748728

Email: javierg@xrxinc.com

Website: Xerox.com

Products: Xerox Products

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Company Name: Amazon Business

Address: PO Box 81207

Seattle

Phone: 6107423104

Email: Imeadors@amazon.com Website: business.amazon.com

Website: business.amazon.com Products: Amazon Business combines the selection, convenience, and value

customers have come to know and love from Amazon, with solutions designed for the unique needs of local government. Local government customers can modernize legacy processes and leverage built-in tools for

increased cost savings, visibility, and agility for smart buying.

Contact Person 1: Judy Kenney

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Contact Person 2: Lynn Meadors Email: Imeadors@amazon.com

Contact Person 3:

Company Name: Region One ESC Address: 1900 W Schunior St

Edinburg, Texas, 78541 **Phone:** 956-984-6123 **Email:** ebuyone@esc1.net

Website: https://www.esc1.net/

Products: Region One Purchasing Cooperative; Fleet Vehicles and Job Order

Contract

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Vendor #:8

Company Name: OpenGov

Address: 660 3rd Street Suite 100

San Francisco, CA 94107 Phone: 350-336-7167

Email: cspiel@opengov.com

Website:

Products: OpenGov is the leader in modern cloud software for U.S. local governments, state agencies, school districts, and special districts. With a mission to power more effective and accountable government, OpenGov serves more than 1,600 agencies across the U.S. and is built exclusively for the unique budgeting, permitting and licensing, procurement, and asset management needs of the public sector. The OpenGov Cloud makes organizations more collaborative and efficient and enables best-in-class communication with stakeholders and your community.

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Vendor #:9

Company Name: Euna Solutions **Address:** 363 W Erie St Floor 7

Chicago

Phone: 8662772645

Email: dan.elliott@eunasolutions.com

Website:

Products: Procurement and Payments

Contact Person 1: Dan Elliott

Email: dan.elliott@eunasolutions.com

Contact Person 2: Magdalena Karteris

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magdalena.karteris@eunasolutions.com

Contact Person 3:

Company Name: Valiant Energy Sources, LLC

Address: 1808 W. Mozelle St

Pharr, Texas, 78577

Phone: 956-502-5399

Email: ops@valiantenergysources.com

Website: https://www.valiant-energy.com/ **Products:** Energy Consultant, Purchasing Energy.

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Address: 4201 W Military Hwy

Mcallen

Phone: 9562327008 Email: info@safetrack.us

Website: www.safeglobalservices.com

Products: Security

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Universal City, Texas 78148 Phone: (210) 658-6364

Email: customerservice@jrinc.org

Website: www.jrinc.org

Products: School, Office, Library & Science Furniture.

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Contact Person 3: Melissa Rodriguez

Company Name: PDG INDUSTRIES LLC

Address: 626 WEATHERLY DR SAN ANTONIO, TX 78239 Phone: 210-473-1585

Email: mguzman@alamocrsolutions.com
Website: WWW.ALAMOCRSOLUTIONS.COM

Products: PREK - 12TH CLASSROOM, FURNITURE, LIBRARY FURNITURE, SOFT SEATING, CAFETERIA TABLES, OFFICE FURNITURE, OUTDOOR FURNITURE, PLAYGROUNDS, SAFETY SURFACING, SHADE STRUCTURES AND CANOPIES

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Company Name: GATEWAY PRINTING & OFFICE SUPPLY, INC.

Address: 315 SOUTH CLOSNER

EDINBURG, TX 78539 **Phone:** 956-383-3861

Email: cdiaz@gatewayp.com Website: GATEWAYP.COM

Products: General Office Supplies, Promotional Products, Breakroom & Cleaning Supplies, Commercial Printing & Commercial office furniture &

Design.

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Company Name: Purchasing Cooperative of America

Address: PO Box 604

Hico

Phone: 8179171813

Email: natalie@pcamerica.org

Website: https://www.pcamerica.org Products: Purchasing Cooperative Contact Person 1: Natalie Wells

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01

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Company Name: UBEO Business Services **Address:** 401 E. Sonterra Blvd. Suite

San Antonio, TX 78258 Phone: (210) 918-6000

Email: acolino@ubeo.com
Website: www.ubeo.com

Products: Multi-function Printers/Copiers, Production Print Systems, Business

Class Printers, Electronic Document Management, Print Fleet Management, Wide Format Devices, High-Speed Scanners, Offline Finishing, Managed IT &

Infrastructure, Interactive Communication.

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Company Name: Grasshopper Company

Address: 105 Old US Highway 81

Moundridge, KS 67107 Phone: (620) 345-8621

Email: show@grasshoppermower.com

Website: https://www.grasshoppermower.com

Products: True zero turn radius lawn mowers with implements

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Company Name: Big Star Branding
Address: 4009 Naco Perrin Blvd

San Antonio, TX 78217 Phone: 210-590-2662

Email: mel@bigstarbranding.com

Website: www.bigstarbranding.com

Products: Big Star Branding is excited to be a part of the ISM Rio Grande Valley event, bringing our top-quality promotional products and exceptional branding services to attendees. Specializing in customized apparel, unique promotional items, and innovative marketing solutions, Big Star Branding helps businesses and organizations elevate their brand visibility and engagement. Visit our booth to explore a wide range of customizable

connect and discuss how we can support your branding needs and enhance your marketing strategy.

products and learn how we can help you make a lasting impression. Let's

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Website: indecosales.com

Products: Furniture Done Right.

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Company Name: Gordian

Address: 525 Ft. William Street

Hutto

Phone: 7373069851

Email: edward.hernandez@gordian.com

Website: www.gordian.com

Products: Job Order Contracting (JOC) Procurement and managed Services

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Vendor #:21

Company Name: GovDeals

Address: 6931 Arlington Road

Bethesda, MD 20814 Phone: 3343870532

Email: conferences@govdeals.com

Website: https://www.govdeals.com

Products: Online government surplus auctions

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Contact Person 2:

Email:

Contact Person 3:

Company Name: WorkQuest Address: 1011 E 53rd 1/2 St

Austin

Phone: 5124518145

Email: customerservice@workquest.com

Website: www.workquest.com
Products: Office and supplies

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Contact Person 3:

Email:

Vendor #:23

Company Name: JGA Roofing Systems

Address: 4949 franklin avenue

waco, tx, 76710

Phone: 2547166111 Email: iaviles@jgaroofing.com

Website: jgaroofing.com

Products: Commercial Roofing/Duro-Last

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Company Name: Texas Public Energy Alliance

Address: 2726 Bissonnet, Suite 240-136

Houston

Phone: 7136622636

Email: avanbrunt@vbenergy.com

Nebsite:

Products: Energy Procurement and energy software and services

Contact Person 1: Annette Van Brunt

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Company Name: TIPS - The Interlocal Purchasing System

Address: 4845 US HWY 271 N

PITTSBURG, TX 75686

Phone: 866-839-8477

Email: tips@tips-usa.com

Website: https://www.tips-usa.com/

Products: TIPS is a leading national purchasing cooperative offering members access to competitively priced purchasing contracts leveraging the purchasing

power of 10,000+ member agencies. "Purchasing Made Personalâ€

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Company Name: Toshiba Business Solutions

Address: 801 W Nolana Ave

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Phone: 9564636802

Email: roberto.arteagajr@tbs.toshiba.com

Website: tbs.toshiba.com

Products: Office Equipment and Service

Digital Conversion Solutions
Document Workflow Solutions

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Company Name: Copy Graphics, Inc.

Address: 221 North 10th Street

McAllen, TX 78501 **Phone:** 956-631-0205 **Email:** info@copyg.com.

Website: copyg.com

Products: Canon, Kyocera, MBM and Formaz Authorized products dealership.

Copiers, printers, wide-format, scanners, folders, sheredders, inserters, cutters. Full sales and service support valley wide. HUB Certified Vendor.

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Company Name: T-Mobile/Apex Wireless/InHand Networks

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Phone: 9568938586

Email: gilconde10@gmail.com

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Products: T-Mobile for Government

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Company Name: Linebarger Goggan Blair & Sampson, LLP

Address: 350 Providencia Court

Brownsville, Texas 78526

Phone: (956) 546-1216

Email:

Website: lgbs.com

Products: ADVALOREM TAX COLLECTION SERVICES FEES & FINES COLLECTION

SERVICES

Contact Person 1: Jeff Garcia Email: jeff.garcia@lgbs.com

Contact Person 2: Monica Solis

Email: monica.solis@lgbs.com

Contact Person 3:

Email:

Vendor #:30

Company Name: Choice Partners

Address: 6300 Irvington

Houston

Phone: 7136961886

Email: brandy.dean@hcde-texas.org

Website: choicepartners.org

Products: Choice Partners national purchasing cooperative offers quality, legal

procurement and contract solutions to meet government purchasing

requirements. We also meet all cooperative requirements of the

EDGAR/Uniform Guidance/2 CFR 200!

Contact Person 1: Sylvia Zapata

Email: sylvia@choicepartners.org

Contact Person 2: Steve Gibson

Email: steve@choicepartners.org

Contact Person 3:

Company Name: Rush Truck Center

Address: 4700 N. Cage Blvd.

Pharr, TX 78577

Phone: (956) 782-4511

Email: trevino@rushenterprises.com

Website: rushtruckcenters.com

Products: SERVING THE ENTIRE STATE OF TEXAS

Contact Person 1: Joe Gonzalez

Email: gonzalezj@rushenterprises.com

Contact Person 2: Mario Trevino

Email: trevinom@rushenterprises.com

Contact Person 3:

Email:

Vendor #:31

Company Name: OMNIA Partners

Address: 5001 Aspen Grove Dr

Franklin, TN 37067 **Phone:** 3148036248

Email: julia.blatchford@omniapartners.com

Website:

Products: Cooperative Purchasing

Contact Person 1: Julia Blatchford

Email:

julia.blatchford@omniapartners.com

Contact Person 2: Leslie Garza

Email: leslie.garza@omniapartners.com

Contact Person 3:

Email:

Vendor #:32

Company Name: Chuy's Custom Sports

Address: 1975 W. Business 77

San Benito, TX 78586 **Phone:** (956) 399-5685

Email: ccs.orders1@gmail.com

Website:

Products: Custom T-shirts, cups, custom printing & embroidery

Contact Person 1: Chuy Aguilera

Email: ccs.orders1@gmail.com

Contact Person 2: Rosanna Aguilera

Email: rgbecerra68@yahoo.com

Contact Person 3:

Vendor #:33

Company Name: Xerox Business Solutions Southwest

Address: 8200 IH10 W. SUITE 400

SAN ANTONIO, TX. 78230 Phone: 979-739-7444

Email: mark.hitt@xerox.com

Website: Southwest.xeroxbusinesssolutions.com

Products: Office Printers

Multifunction / All-In-One Printers

Production Printers
Wide Format Printers

Scanners IT Services

Managed Print Services

CareARâ"¢

Capture and Content Services

Vendor #:34

Company Name: Copyplus Address: 4500 N. 10 st.

McAllen, Tx 78504

Phone: 956-668-7587

Email: vanessa@copyplusrgv.com

Website:

Products: Printing, Office supplies, Promotional Items

Contact Person 1: Mark Hitt Email: mark.hitt@xerox.com

Contact Person 2: Cynthia Stansberry **Email:** cynthia.stansberry@xerox.com

Contact Person 3:

Email:

Contact Person 1: Eder Gallegos Email: eder@copyplusrgv.com

Contact Person 2: Vanessa Mendez **Email:** vanessa@copyplusrgv.com

Contact Person 3: Rey Rosales Email: rey@copyplusrgv.com

Vendor #:35

Company Name: Armko Industries

Address: 1320 Spinks
Flower Mound, TX 75028
Phone: (982) 874-1388
Email: vburdett@armko.com

Website: www.armko.com

Products: Roofing and Building envelope consulting services.

Contact Person 1: Mike Perry Email: mperry@armko.com

Contact Person 2: Travis Jones **Email:** tjones@armko.com

Contact Person 3:

Email:

Vendor #:36 Contact Person 1: Steve Fisher Company Name: BuyBoard Purchasing Cooperative Email: steve.fisher@tasb.org Address: 12007 Research Blvd. Austin, TX 78759 **Contact Person 2:** Cesar Lopez Phone: 800-695-2919 Email: cesar.lopez@tasb.org Email: info@buyboard.com Website: www.buyboard.com **Contact Person 3:** Products: Cooperative purchasing program for city, county, public schools, and **Email:** other local government entities. Vendor #:37 Contact Person 1: Jose Castillo Company Name: Gunn Nissan Email: jcastillo@gunnauto.com Address: 750 NE Loop 410 San Antonio, TX 78253 Contact Person 2: Billy Wagner Phone: 210-254-5629 Email: Email: jcastillo@gunnauto.com Website: www.gunnnissan.com **Contact Person 3: Products:** Nissan Vehicles, Nissan Commercial Vehicles **Email:**

Vendor #:38 Contact Person 1: Jim Metzger
Company Name: PACE Purchasing Cooperative Email: jim.metzger@esc20.net

Address: 1314 HINES AVENUE

SAN ANTONIO

Phone: 2103705204 Contact Person 2:

Email: jim.metzger@esc20.net

Website: www.pacecoop.org
Contact Person 3:

Products: Purchasing Cooperative Email:

Vendor #:39 Contact Person 1: JOEDY SLOVAK Company Name: Central Bolt & Industrial Supplies Email: slovak@centralbolt.com Address: 404 N. Expressway 83 Brownsville **Contact Person 2:** Phone: 9564669676 **Email:** Email: slovak@centralbolt.com Website: centralbolt.com **Contact Person 3:** Products: FASTENERS, ABRASIVES, METAL CUTTING TOOLS, SAFETY SUPPLIES, **Email:** AND HARD TO FIND FASTENERS & INDUSTRIAL SUPPLIES.

Contact Person 1: Yorka Velasco-Caballero Vendor #:39 Company Name: Staples Email: yorka.velasco-Address: 500 Staples Drive caballero@staples.com

Framingham, MA 01702 Phone: 210-823-2056

Contact Person 2: Eric Kramer **Email:** yorka.velasco-caballero@staples.com Email: eric.kramer@staples.com Website: www.staplesadvantage.com

Products: Office Products, Facility Solutions (Jan/San), Technology, Furniture, Contact Person 3: Julie Martini

Print, Breakroom, Promotional Items

Company Name: Lone Star Auctioneers, Inc. Address: 4629 MArk IV Parkway

Vendor #:41

Fort Worth, Texas 76106 Phone: 817-740-9400

Email: marilyn@lonestarauctioneers.com

Website: www.lonestaractioneers.com

Products: Auctioneering services for Online Auctions

Contact Person 1: Marilyn K. Burgess

Email: julie.martini@staples.com

Email: marilyn@lonestarauctioneers.com

Contact Person 2:

Email:

Contact Person 3:

Email:

Vendor #:42

Company Name: Texas Department of Information Resources

Address: 300 West 15th Street, Suite 1300

Austin

Phone: 5129367199

Email: carrie.thomas@dir.texas.gov

Website: https://dir.texas.gov/

Products: The Texas Department of Information Resources (DIR) offers a variety

of technology products and services for customers through our various

programs, including Cooperative Contracts, Shared Technology Services, and

Cybersecurity Services. DIR transforms how Texas government serves Texans.

Contact Person 1: Tom Hay

Email: tom.hay@dir.texas.gov

Contact Person 2:

Email:

Contact Person 3:

Email:

Vendor #:43

Company Name: Texas Correctional Industries

Address: 861 IH-45 N

Hunstville,tx

Phone: 9364376033

Email: guillexy.fuentes@tdcj.texas.gov Website: https://tci.tdcj.texas.gov/

Products: Prison Made Goods

Contact Person 1: Guillexy Fuentes

Email: guillexy.fuentes@tdcj.texas.gov

Contact Person 2: Shara Elder

Email: shara.elder@tdcj.texas.gov

Contact Person 3:

Email:

Vendor #:44

Company Name: Office Furniture 4 Less

Address: 2495 Boca Chica Brownsville Texas 78521 Phone: (956) 504-1074

Email: officefurnitureforless@gmail.com

Website: officefurniture4less.com

Products: Office Furniture

Contact Person 1: Guadalupe Hernandez

Email:

officefurnitureforlessbro@gmail.com

Contact Person 2: Guadalupe Hernandez

Jr.

Email:

Contact Person 3: Maria Ramirez

Email:

h					
Vendor #:45	Contact Person 1:				
Company Name: Gomez Mendez Saenz Inc	Email:				
Address: 150 Paredes Line Rd, Brownsville, Texas 78521-2628, US					
	Contact Person 2: Email: Contact Person 3:				
Phone: (956) 546-0110 Email:					
Website:					
Products: Architecture and Planning					
Floadicts. Architecture and Flamming	Email:				
Vendor #:46	Contact Person 1: Guillermo Quintanilla				
Company Name: Ethos Engineering	Email: gquin@ethoseng.net				
Address: 1126 South Commerce Street					
Harlingen	Contact Person 2: Cesar Gonzalez				
Phone: 956-230-3435	Email: cgonzalez@ethoseng.net				
Email: gquin@ethoseng.net					
Website: www.ethoseng.net	Contact Person 3:				
Products: MEP Engineering Services	Email:				
Vendor #:	Contact Person 1:				
Company Name:	Email:				
Address:					
Phone:	Contact Person 2:				
Email:	Email:				
Website:					
Products:	Contact Person 3:				
	Email:				



SUMMER SESSION 2024

REPORT ON LEGISLATION: ARE YOU COMPLYING WITH THE LATEST BILLS



SPEAKERS:

Narita Holmes
Carol Cooper
Diane Palmer-Boeck
Jesus Amezcua

Legislative Update 88th Regular Session 2023

1

The Legislative Process

How to Track the Legislative Action

 You may wish to look up legislation of interest at: www.capitol.texas.gov

88th Regular Session - 2023											
Status	HB	HCR	HJR	HR	SB	SCR	SJR	SR	Total HB & SB	Total	
Introduced	5413	123	206	2543	2633	62	93	734	8046	1180	
Passed	744	65	7	2461	502	35	6	730	1246	4550	
Vetoed	22	0	n/a	n/a	54	0	n/a	n/a	76	70	

Legislative Reference Library

3

You May Search

- **❖** By bill number
- ❖ Bill text and activities related to the bill
- ❖ By author
- ❖ Bills signed
- Bills vetoed
- ❖ Bills that go into effect without Governor's action
- **❖** By topic
- ❖ By date bill will go into effect

Terminology

- When a bill passes in the chamber (House or Senate) where it was introduced originally, it is labeled Engrossed
- When a bill passes in both chamber chambers, it is labeled Enrolled
- After passing both chambers, the bill will go to the Governor where he/she may:
 - Sign the bill
 - Veto the bill
 - Let it go into effect without taking action
- The effective date will generally be stated in the bill

5

The time for implementation of this legislation has passed.

Be sure to update your Purchasing Manuals!

Bills Passed into Law

7

HB 679

Relating to limitations on the use of workers' compensation insurance experience modifier values in soliciting and awarding public construction contracts.

Prohibits state and local governmental entities, including higher education, from requesting or requiring an offeror to include an experience modifier in a bid, proposal, qualification, offer or other response submitted as part of the selection process for award of a contract. The offeror's experience modifier may not be considered in evaluation, selection or award. Consideration of the modifier will void the contract.

GC 2252

Effective 9/1/23

Relating to the authority to approve change orders for certain municipal contracts.

Would: (1) allow a city council in a city with a population of 240,000 or more (previously 300,000 or more) to grant general authority to a city administrative official to approve a change order for a public works contract if it involves a decrease or an increase of \$100,000 or less; and (2) provide generally that the change order procedures apply only to a contract awarded through a competitive procedure.

Municipal Only

LGC 252

Effective 9/1/23

9

HB 1817

Relating to the validity of a contract for which a disclosure of interested parties is required.

Contract described by Subsection (b) entered into by a governmental entity or state agency is voidable for failure to provide the disclosure of interested parties required by this section only if: (1) the governmental entity or state agency submits to the business entity written notice of the business entity 's failure to provide the required disclosure; and (2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice under Subdivision (1).

GC 2252

Effective 6/9/23

Relating to a certificate of merit in certain actions against certain licensed or registered professionals.

Provides that a third-party plaintiff that is a design-builder is not required to file a certificate of merit in connection with filing a third-party claim or cross-claim against a licensed or registered professional if the action or arbitration proceeding arises out of a design-build project in which a governmental entity contracts with a single entity to provide both design and construction services for the construction, expansion, extension rehabilitation, alteration, or repair of a facility, a building or associated structure, a civil works project, or a highway project

Civ. Prac. & Remed. Cd. 150

Effective 9/1/23

11

HB 2518

Relating to required lease terms for public property leased to a nongovernmental entity; creating a criminal offense

Adds wording regarding nongovernmental entities leasing public property from a governmental entity and having work performed on that property by a prime contractor. Adds requirements and timeframe for performance bonds, payment bonds and information to be included in notice of commencement. Also addresses liability of governmental entity as a surety.

GC 2252, 2253

Effective 9/1/23

Relating to certain indefinite quantity contracts entered into by the General Land Office in the event of a natural disaster.

Changes requirements for indefinite quantity contracts with vendors to the land office to construct, repair or rebuild property or infrastructure in the event of a natural disaster. Changes include term of the contract and basis of award by best value method.

Nat. Res. Cd. Sec. 31

Effective 9/1/23

13

HB 2965

Relating to certain construction liability claims concerning public buildings and public works.

Adds Section 2272.0025 "Waiver Prohibited" stating this chapter may not be waived. A purported waiver of this chapter is a violation of this section is void. This only applies to contracts entered into on or after the effective date of this Act.

GC 2272

Effective 9/1/23

Relating to exempting certain contracts from procurement notice requirements.

Provides notice requirements in contracts exceeding \$20 million by a state agency to interested parties in contracts, except for a contract entered into by the comptroller in specific circumstances or a contract for services necessary to respond to a natural disaster.

GC 2262

Effective 9/1/23

15

HB 3060

Relating to the regulation of recycling and recycled products.

Would, among other things, provide that the Texas Commission on Environmental Quality (TCEQ) or another political subdivision of Texas that establishes goals or requirements for recycling or the use of recycled material must base those goals or requirements on the definitions and principles established as a waste reduction program and does not apply to a computer equipment recycling program or a television equipment recycling program.

Health & Safety Cd. 361

Effective 5/27/23

Relating to a contractor's or subcontractor's right to elect not to proceed with additional work under a contract.

Adds section **Unsigned Change Orders**: that would: (1) allow a contractor or subcontractor performing work under a government contract to elect not to proceed with a request for additional work if: (a) the contractor or subcontractor has not received a written, fully-executed change order; or (b) the aggregate actual or anticipated value of the additional work requested without a change order exceeds 10% of the original contract amount; and (2) exempt a contractor or subcontractor for damages associated with (1), above.

GC 2251 Property Cd. 28 Effective 9/1/23

17

HB 3492

Relating to county and municipal authority to impose certain value-based fees and require disclosure of certain information related to subdivision construction.

Describes requirements for fees related to review, engineering, inspection, acceptance, administrative or other fees imposed by a municipality or county related to acceptance, review or processing of engineering or construction plans or for inspection of improvements for construction of a subdivision or lot in conjunction with that construction.

LGC 212, 232

Effective 9/1/23

Relating to the administration of the electronic state business daily.

Changes wording on requirements for administration of the electronic state business daily operated by the comptroller for state agencies and other eligible entities to advertise presolicitation notices, solicitations and contract awards. A fee may not be charged by entities providing access to the electronic state business daily for businesses that do not have technical means to access the state business daily.

GC 2155

Effective 6/11/23

19

HB 4553

Relating to the eligibility of certain entities for services and commodity items provided by the Department of Information Resources and statewide technology centers.

The executive director determines entities eligible for participation in services the department provides. These include: (1) network security services; (2) regional cybersecurity support and network security services; (3) the availability of commodity items for purchase; and (4) consolidated telecommunication systems.

GC 2054, 2059 2157, 2170 Effective 9/1/23

Relating to the location of a bank eligible to be selected as a depository or sub depository of county public money, including money held by a county or district clerk.

Provides requirements to be followed if a local bank in the county is rejected for reasons listed, is acquired by a bank in an adjoining county, or becomes insolvent. Specific requirements were added.

County Only

LGC 116, 117

Effective 6/18/23

21

SB 232

Relating to the removal from office of an officer of a political subdivision for commission of certain criminal offenses.

Adds a section **Removal From Office**: which would, among other things: (1) provide that a person who holds an elected or appointed office of a political subdivision is automatically removed from and vacates the office on the earlier of the date the person enters a plea of guilty or nolo contendere, receives deferred adjudication, or is convicted of one of the following offenses: (a) bribery; (b) theft of public money; (c) perjury; (d) coercion of public servant or vote; (e) tampering with governmental record; (f) misuse of official information; (g) abuse of official capacity; or (h) conspiracy or the attempt to commit any of the offenses in (a) – (g). Instructions are provided for filling the position following removal.

LGC 180, 21, 87

Effective 9/1/23

Relating to state agency and local government security incident procedures.

Amends the code to add the definition of "Security incident" rather than using the word Breach, rewords clauses due to that definition, and outlines additional security procedures.

GC 2054

Effective 9/1/23

23

SB 336

Relating to compliance programs at public institutions of higher education.

Amends the code to add that compliance is required by agents, contractors, subcontractors, or other persons acting on behalf of the institution related to ethics, standards of conduct, financial reporting, internal accounting controls or auditing.

Ed. Cd. 51

Effective 6/18/23

Relating to publication of notices by a governmental entity on the Internet websites of a newspaper and the Texas Press Association.

Would, among other things: (1) require newspapers that publish public notices, at no additional cost to a governmental entity, publish a public notice on one or more webpages on the newspaper's website clearly designed for public notices and accessible to the public at no cost, and deliver the same to the Texas Press Association (TPA) for publication on a TPA-controlled website, if, the TPA maintains such a website as a statewide repository of public notices; (2) if the TPA maintains a website described in (1), above, it must ensure that the website: (a) is accessible to the public at no cost; (b) is updated as notices are received; (c) is searchable and sortable by subject matter and/or location; and (d) offers a subscription service to receive e-mail notification that a notice has been published; and (3) require that any entity required to publish a public notice online archive the notice on its website in its entirety, include the notice publication date.

GC 2051 Effective 9/1/23

25

SB 1260

Relating to certain contracts regarding airports operated by or on behalf of a local government.

CERTAIN AIRPORT INFRASTRUCTURE OR EQUIPMENT CONTRACTS. (a) This section applies only to an airport infrastructure or equipment contract for the procurement of a passenger boarding bridge at an airport.

- (b) A local government or a person operating an airport on behalf of a local government may not enter into an airport infrastructure or equipment contract with: (1) an entity that:
- (A) a federal court determines has misappropriated intellectual property or trade secrets from another entity organized under federal, state, or local law; and
- (B) is owned wholly or partly by, is controlled by, or receives subsidies from the government of the People's Republic of China;
- (2) any entity that owns, controls, is owned or controlled by, is under common ownership with, or is a successor to an entity described by Subdivision (1); or
- (3) any entity that has entered into an agreement with or accepted funding from an entity described by Subdivision (1) or (2), whether in the form of a minority investment interest, debt, partnership, or other contractual or written agreement.
- (c) An airport infrastructure or equipment contract entered into by a local government or a person operating an airport on behalf of a local government must contain a written statement by the entity with which the local government or person is contracting verifying that the entity is not an entity described by Subsection (b)(1), (2), or (3).

Transp. Cd. 22

Effective 5/23/23

Relating to the local development agreement database maintained by the comptroller of public accounts.

The comptroller shall maintain a consolidated searchable data tool known as Local Development Agreement Database that shall contain information regarding all local development agreements in this state, including information provided by the local government that enters into the agreement. An internet link shall be provided to the tax abatement agreement.

GC 403 and Tax Cd. 312

Effective 1/1/24

27

SB 1716

Relating to term limits for certain contracts regarding airports and associated air navigation facilities operated by or on behalf of a local government.

Increases limit on term from 40-years to 50-years.

Transp. Cd. 22

Effective 9/1/23

Relating to abolishing the county elections administrator position in certain counties.

The commissioners court of a county with a population of 3.5 million or less by order may create the position of county elections administrator for the county.

On 9/1/23, all powers and duties of the county elections administrator of a county with a population of more than 3.5 million are transferred to the county tax assessor-collector and county clerk.

Elect. Cd. 31

Effective 9/1/23

29

SB 1766

Relating to indemnification and duties of real property appraisers under certain governmental contracts.

Adds a section related to appraisal service contracts, indemnification limitations and duties of the appraiser for a governmental agency. Among other provisions, a contract for appraisal services must require a licensed appraiser to perform services.

LGC 271

Effective 9/1/23

Relating to access to and the security of certain critical infrastructure.

Adds provisions allowing access to criminal history records of persons who have or are seeking employment at or access to systems that affect the electric grid.

Adds provisions related to transactions with certain foreignowned companies in connection with critical infrastructures.

Bus. & Comm. Cd. 113, GC 411, 2274, Water Cd. 39 Effective 6/9/23

31

SB 2601

Relating to payment of costs related to the relocation of certain utility facilities for state highway projects.

Adds the language "or is a water supply or sewer service corporation organized and operating under Chapter 67, Water Code" to (a-4) (1) and under (a-4)(3)(b) changes the language to "if the utility is a political subdivision or is owned or operated by a political subdivision, the political subdivision"

Transp. Cd 203

Effective 6/18/23

Public Information Act

33

HB 3033

Relating to the public information law.

Open Records Decisions: would, among other things, provide that: (1) the attorney general shall render a decision on a request for a decision under the Texas Public Information Act, not later than the 30th business after the date the attorney general receives the request for a decision; (2) a governmental body shall as soon as practicable but not later than the 15th day after the date a decision is issued: (a) produce the information subject to the decision that is required to be produced; or (b) notify in writing the person who requested the information that the governmental body is withholding the information as authorized by the decision; and (3) the office of the attorney general shall make available on the office's website an easily accessible and searchable database consisting of: (a) each request for an attorney general decision; and (b) the attorney general's decision on the request.

GC 552

Effective 9/1/23

Specific Office Bills

35

HB 2777

Relating to the contracting authority of the Parks and Wildlife Department.

Provides authority for the executive director to negotiate with and award a contract for goods or services to qualified vendors if there was a competitive bid process according to law and a written determination is prepared to justify the purchase and selection.

Parks & Wildlife Cd. Sec. 11 Effective 6/2/23

Relating to liability of engineering and certain professional entities performing construction monitoring and inspection services for the Texas Department of Transportation.

Adds Section 97.003: LIMIT ON LIABILITY OF CONSTRUCTION MONITORING AND INSPECTION SERVICES. A professional entity or an officer or employee of a professional entity that provides services as a consultant or sub-consultant of the Texas Department of Transportation to monitor and inspect the progress of work on a transportation construction or maintenance project performed by a private contractor and report to the department regarding the contractor's compliance with the department's requirements for the project is not liable to a claimant for personal injury, property damage, or death arising from an action performed in the course and scope of the entity's consulting duties with respect to the project.

Civ. Pract. & Rem. Cd. Ch 97

Effective 9/1/23

37

HB 3437

Relating to the authority to approve change orders for certain contract for the construction, repair, and renovation of water district facilities.

Increases dollar amount for authority to approve changes orders for certain water district facilities from \$50,000 to \$150,000.

Water Cd. Sec. 49

Effective 9/1/23

Relating to contracts for the construction, repair, and renovation of certain conservation and reclamation district facilities.

Raises the upper range dollar amount for contracts for which the board shall solicit written competitive bids from \$75,000 to \$150,000. The requirements previously applied to contracts over \$25.,000 but not more that \$75,000.

Water Cd. Sec. 49

Effective 9/1/23

39

HB 3989

Relating to the adoption of a policy on the preclusion of private design professionals from contracting with the Texas Department of Transportation.

Adds Section 2261.260 TEXAS DEPARTMENT OF TRANSPORTATION PRECLUSION POLICY FOR PRIVATE DESIGN PROFESSIONALS. (a) In this section, "private design professional" has the meaning assigned by Section 2252.905. (b) Before the Texas Department of Transportation may make a determination under this subchapter that a private design professional is precluded from performing a contract for architectural or engineering services or from participating in a procurement for those services, the department must adopt a written preclusion policy that must include specific provisions listed and an appeals process in which the private design professional is given a reasonable amount of time to establish that no basis for preclusion under the policy exists.

GC 2261

Effective 9/1/23

Relating to the office of vehicle fleet management's plan for the state's vehicle fleet.

Repeals a section of the law

GC 2171

Effective 9/1/23

41

SB 1021

Relating to the handling of bids on certain contracts for highway projects.

Raises amount from \$300,000 to \$1,000,000 for amount for bids on a contract. Provides instructions for handling the contracts by the director of the department.

Transp. Cd. 223

Effective 5/24/23

Relating to the purchase of goods and services by the Employees Retirement System of Texas.

Adds language: Notwithstanding any other law, the retirement system has exclusive authority over all aspects of purchases of goods and services related to the operations of its home office facilities, including purchases related to the administration of tenant leases, if such purchases are made with money other than money appropriated from general revenue.

GC 815

Effective 5/19/23

43

Bill of Interest that Failed

ENGROSSED – Senate Received 5-15-23

Relating to the amount of an expenditure made by certain political subdivisions for which competitive bidding is required.

45

Key Dates in the 89th (Next) Session

Legislative Session Convenes

March Deadline to file bills and resolutions

6/2/25 Last day of Regular Session

30 Days Last day for Governor to sign or veto

Later bills

1/14/25

K-12 Bills

Bills passed and enacted into law from the 2023 88th Regular Session are provided in your ebinder.

Dr. Jesus Amezcua, CPA, TRSBA, CPFIM Harris County Department of Education is here to answer any questions you may have.

THANK YOU

LEGISLATIVE UPDATE Presented by

Dr. Jesus Amezcua, CPA, RTSBA, CPFIM Harris County Dept of Education







2023 LEGISLATIVE UPDATE







Session Recap

88th Regular Legislative Session: By the Numbers



- 8,046 bills filed
- 1,246 bills passed by House & Senate
- 1,124 bills signed by the Governor
- 76 bills vetoed by the Governor

Major bills at a glance

Signed

- HB 1: Allocating the budget
- 5B 14: Banning care for trans kids
- HB 12: Expanding postpartum Medicaid
- HB 6: Allowing murder charges for fentanyl poisoning
- HB 3: Addressing school safety
- . HB 1500: Shoring up the power grid
- SB 15: Restricting trans athletes in college sports
- · SB 17: Banning DEI offices in colleges
- SB 18: Solidifying tenure in state law
- HB 9/HJR 125: Expanding broadband
- SB 12 : Regulating sexually explicit shows
- HB 2127: Preempting local regulations
- · HB 1595: Creating university endowments
- SB 28/SJR 75: Funding water infrastructure

Vetoed or Failed

- SB 8: Creating education savings accounts
- HB 100: Increasing school funding and education savings accounts
- SB 3: Cutting property taxes
- HB 7: Expanding border security funding and creating a border safety unit
- HB 2744: Raising the age
- SB 7: Shoring up the power grid
- . HJR 102: Legalizing online sports betting
- HJR 155: Authorizing casinos
- HB 1422: Adopting permanent daylight saving time
- SB 23: Raising minimum sentence for gun crimes
- HB 4843: Raising minimum sentence for gun crimes
- · SB 147: Restricting foreign land ownership

NOTHING BURGER

Definitions from Oxford Languages

noth·ing·burg·er

noun: nothing burger

- 1.something that is or turns out to be <u>insignificant</u> or lacking in substance.
- 2."another nothingburger of a debate"



Post-session statement from Governor Abbott:



"I will soon be signing laws that advance our state and the future of all Texans.... Despite these major achievements, more must be done for the people of Texas. Many critical items remain that must be passed. Several special sessions will be required."

Special Sessions

- May only be called by the Governor
- Maximum 30 days each (but an unlimited number of Special Sessions may be called)
- May be called at any time between regular sessions
- Topics limited to those set forth by the Governor



Special session #1

Governor Abbott Announces Immediate Special Session Agenda

Mny 29, 2023 | Austin Texas | Press Release

Governor Greg Abbott today announced special session #1 and issued a proclamation identifying agenda items for the Special Session that begins at 9:00 PM on Monday, May 29, Governor Abbott issued the following statement:

"I will soon be signing laws that advance our state and the future of all Texans, including laws that:

- . End COVID restrictions and mandates;
- Provide more than \$5.1 billion to secure the border and fund the Texas National Guard, the Texas Department of Public Safety, and the border wall;
- Designate Mexican drug cartels as foreign terrorist organizations;
- Prosecute fentanyl deaths as murder;
- Protect women's sports and female collegiate athletes;
- Focus community colleges on preparing Texas students for high skill careers;
- Increase electric power generation to secure the Texas power grid;
- Hold rogue district attorneys accountable;
- Protect children from life-altering gender mutilation;
- Ban illegal DEI hiring practices in our colleges and universities;
- Add \$1.4 billion to make Texas schools safer;
- Require armed security at all schools;
- · Provide access to mental healthcare for students at all schools; and
- Require regular safety checks of school buildings.

Despite these major achievements, more must be done for the people of Texas. Many critical items remain that must be passed. Several special sessions will be required. To ensure that each priority receives the time and attention it deserves to pass into law, only a few will be added each session.

Special session #1 will focus only on cutting property taxes and cracking down on illegal human smuggling.

We must cut property taxes. During the regular session, we added \$17.6 billion to cut property taxes. However, the legislature could not agree on how to allocate funds to accomplish this goal. Texans want and need a path towards eliminating property taxes. The best way to do that is to direct property tax reduction dollars to cut school property tax rates."

Special session #1

PROCLAMATION

BY THE

Covernor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

1, GREG ABBOTT, Governor of the State of Texas, by the authority vested in me by Article III, Sections 5 and 40, and Article IV, Section 8 of the Texas Constitution, do hereby call extraordinary session #1 of the 88th Legislature, to convene in the City of Austin, commencing at 9:00 feeton Monday, May 29, 2023, for the following purposes:

To consider and act upon the following:

Legislation to cut property-tax rates solely by reducing the school district maximum compressed tax rate in order to provide lasting property-tax relief for Texas taxpayers.

Legislation solely for the purpose of increasing or enhancing the penalties for certain criminal conduct involving the smuggling of persons or the operation of a stash house.

The Secretary of State will take notice of this action and will notify the members of the legislature of my action.



IN TESTIMONY WHEREOF, I have hereunto signed my name and have officially caused the Seal of State to be affixed at my office in the City of Austin, Texas, this the 29th

Special session #1

TEXAS LEGISLATURE 2023

First special session ends with no new laws, Texas lawmakers still deadlocked on property taxes

Gov. Greg Abbott quickly called lawmakers back to the Capitol for round two, hoping to break an impasse that has outlasted the regular session and one overtime period.

BY JAMES BARRAGÁN AND PATRICK SVITEK JUNE 27, 2023 UPDATED: 5 PM CENTRAL

Special session #1...then #2...

PROCLAMATION

BY THE

Covernor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, GREG ABBOTT, Governor of the State of Texas, by the authority vested in me by Article III, Sections 5 and 40, and Article IV, Section 8 of the Texas Constitution, do hereby call extraordinary session #2 of the 88th Legislature, to convene in the City of Austin, commencing at 3 p.m. on Tuesday, June 27, 2023, for the following purposes:

To consider and act upon the following:

Legislation to cut property-tax rates solely by reducing the school district maximum compressed tax rate in order to provide lasting property-tax relief for Texas taxpayers.

Legislation to put Texas on a pathway to eliminating school district maintenance and operations property taxes.

The Secretary of State will take notice of this action and will notify the members of the legislature of my action.



IN TESTIMONY WHEREOF, I have hereunto signed my name and have officially caused the Seal of State to be affixed at my office in the City of Austin, Texas, this the 27th day of June, 2023.

Mary As 1, ort

Special session #1...then #2...

TEXAS LEGISLATURE 2023

Gov. Greg Abbott signs \$18 billion tax cut package for Texas property owners

At a time when the state has some of the nation's highest property taxes, the initiative was a cornerstone of his 2022 reelection campaign.

BY KAREN BROOKS HARPER JULY 24, 2023 1 HOUR AGO

HOUSTONCHRONICLE.COM . THURSDAY, SEPTEMBER 21, 2023 . VOL. 122, NO. 343 . \$3.00

Abbott vows special session on vouchers

He promises those at odds with him on hot topic will face primary challengers

By Edward McKinley

Gov. Greg Abbott said he will call a special session next month to pass private school vouchers and threatened lawmakers with primary challenges if they don't get on board.

"There's an easy way to get it done and a hard way to get it done," he said during a recent call with supporters and church leaders, adding: "If they make it the hard way, we're happy to take the hard way also. Either way, I'm in this to win this."

The third-term Republican also pressed pastors to make the case for vouchers by telling their congregations "how important this is to the moral fabric of the future of Texas."

The announcement comes as there's no clear consensus on the politically thorny issue of sending public money to private schools, and at a time when tensions are running high after the Senate acquittal of Attorney General Ken Paxton.

I.t. Gov. Dan Patrick has lashed out at House Speaker Dade Phelan for mishandling the impeachment case and Phelan responding by blasting the Senate leader for "confessing his

bias.

The Republican-controlled chambers have long been at loggerheads over voucher proposals. The Senate green-lit a policy earlier this year giving families \$8,000 in taxpayor money to pay for private school tuition and other related expenses, but the House never took it up.

Abbott, who named the issue a priority, said if the Republican-controlled Legislature won't pass a bill in a special session next month, he'll call a second. And if it doesn't pass then, he said, "we will have everything teed up in a way" where anti-voucher members will face primary challengers who support vouchers in March. He said parents shouldn't have to send their children to a public school "teaching them things that are morally at odds with where parents want their children to be."

The biggest hurdle for vouchers has been the House, where a coalition of rural Republicans

Vouchers continues on A8

Notable Bills

Overview

Harris County
Department of
Education

procurement / vendor forms
public information
construction
facilities
miscellaneous

Impact to our operations

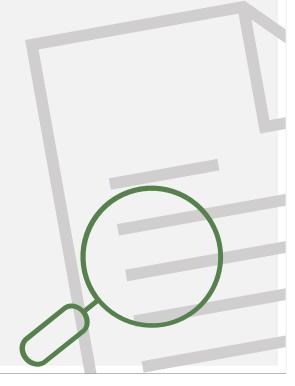
Procurement / Vendor Forms

HB 4123

HB 4123 Access to and Use of Certain Criminal History Record Information

• Effective: June 13, 2023

 Amends provisions of Educ. Code regarding criminal history review of contractors and their employees to align with FBI criteria for use of background check information









2007

FBI notified DPS that TEC §22.0834 [the law requiring contractors to obtain CHRI
and certify compliance to the district] should be amended to provide access to
school districts only

2019 FBI Audit

• FBI instructed DPS that contractors cannot have access to national criminal history record information, given status as private entities

TEA Contractor Fingerprinting Guidance





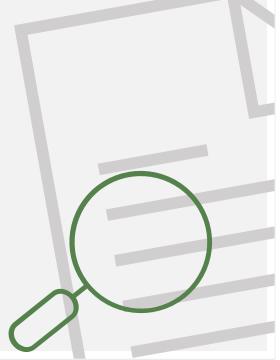
Fingerprinting requirement is triggered:

Unless an exception applies, Contractor:

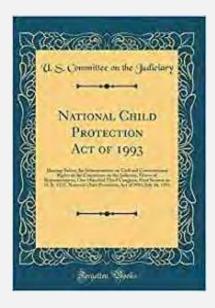
- 1) is providing **services** to District;
- 2) will have continuing duties related to the contracted services; and
- 3) will have the opportunity for **direct contact** with students.

- ✓ Continuing duties related to contracted services Work duties that are performed pursuant
 to a contract to provide services to a school entity on a regular, repeated basis rather than
 infrequently or one-time only. 19 TAC §153.1101(2)
- ✓ **Direct contact with students –** The contact that results from activities that provide **substantial opportunity** for **verbal or physical interaction with students** that is **not supervised** by a certified educator or other professional district employee.
 - ✓ Contact with students that results from services that do not provide substantial opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students.
 - ✓ However, direct contact with students does result from any activity that provides substantial opportunity for unsupervised contact with students, which might include, without limitation, the provision of coaching, tutoring, or other services to students. 19 TAC §153.1101(7)
 - > TEA has stated that virtual interaction with students (i.e., virtual tutoring) IS direct contact and triggers the requirement to fingerprint!

- Qualified school contractor = has access to CHRI under National Child Protection Act of 1993 (NCPA)
 - May obtain CHRI from DPS or another Texas criminal justice agency
 - May not release CHRI without subject's consent or disclose under TPIA
 - May provide school district with a "fitness determination" based on CHRI; must certify to school district receipt of all CHRI of employees/ applicants offered employment
 - · Must destroy CHRI after authorized use



Exception: National Child Protection Act



- Access under the National Child Protection Act (NCPA):
 - if the contractor provides "care or care placement services" and
 - is based in Texas
- These contractors may fingerprint their W-2 employees who have access to students

- Employees of contractors and subcontractors that are <u>not</u> qualified school contractors <u>must submit to criminal history</u> review by the <u>school district</u>
 - Contractor must ensure person sends to DPS information required for obtaining CHRI, such as photo and fingerprints
- Qualified school contractors must require any subcontracting entities that are also qualified school contractors to obtain CHRI
 - If subcontracting entity is not a qualified school contractor, contractor must require that subcontractor employees/ applicants submit to criminal history review by <u>school district</u>



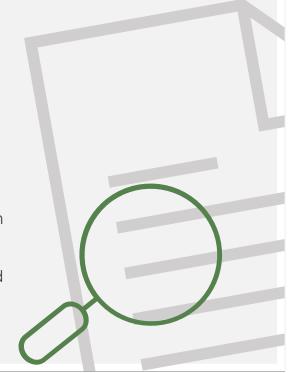
 Qualified school contractors and school districts must not allow employees to provide services if convicted of a crime that would prevent school district employment (TEC 22.085)

- <u>Subcontractors</u>: Adds employees and applicants for employment of school district subcontractors as persons who must submit to criminal history review (if continuing duties and direct contact with students)
- Volunteers: School districts now authorized to obtain CHRI from DPS relating to volunteering parents, grandparents, guardians and school campus event volunteers.
- <u>Tutors</u>: Tutors offering accelerated or supplemental instruction subject to national and state level background <u>checks by school district</u>.



HB 4123 Access to and Use of Certain Criminal History Record Information

- <u>Removes</u> separate process for criminal history background checks for public works contractors from TEC 22.08341
- Public Works Contractor = an entity that contracts
 directly or subcontracts with an entity that contracts with
 a school district, open-enrollment charter school, or
 shared services arrangement to provide services to the
 school district, open-enrollment charter school, or shared
 services arrangement.



Does <u>not</u> apply to employee / applicant of public works contractor if:

- (1) the public work **does not involve** the construction, alteration, or repair of an **instructional facility**;
- (2) for public work involving construction of **new** instructional facility:
 - person's duties will be **completed not later than** the **seventh day before** the first date the facility will be **used for instructional purposes**;
- (3) or for public work involving **existing** instructional facility:
 - public work area contains sanitary facilities and
 - is separated from all areas used by students by **secure barrier fence** not less than six feet high; and
 - contracting entity adopts policy **prohibiting employees**, including subcontracting entity employees, from **interacting with students** or entering areas used by students, informs employees of policy, and enforces policy at work area.



- 1 Not instructional facility
- 2 New instructional facility, but
 - duties completed 7+ days before use
- **3** Existing instructional facility, but
 - barrier fence and
 - separate sanitary facilities and
 - employees prohibited from interacting with students

PREVIOUSLY

Defined as "person does **not** have the opportunity for **direct contact** with students"

NOW

Exception to criminal history check requirement

END RESULT

No criminal history check required

- Removes modifier "on or after January 1, 2008"
- State Board for Educator Certification (SBEC) and Texas Education Agency (TEA) authorized to obtain CHRI (from DPS and FBI) for their purposes
 - May not release or disclose FBI CHRI
 - May only release DPS CHRI to certain entities
 - · Must destroy CHRI after authorized use

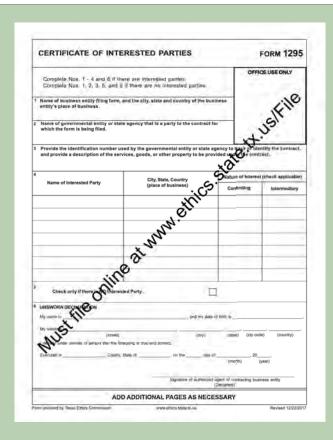




HB 1605 Instructional Material

- **Effective**: June 13, 2023
- District not required to follow purchasing contract requirements (e.g., RFP) to purchase instructional materials that have been reviewed by TEA and included on SBOEapproved list





HB 1817 Disclosure of Interested Parties for Certain Contracts

BILL ANALYSIS

H.B. 1817 By: Capriglione State Affairs Committee Report (Unamended)

BACKGROUND AND PURPOSE



In 2015, the Texas Legislature enacted legislation that required governmental entities to file a disclosure of interested parties, otherwise known as a Form 1295, with the Texas Ethics Commission for certain contracts. In 2022, a development company, Legacy Hutto LLC, sued the City of Hutto for breach of contract. The judge found that the city had not verified whether a Form 1295 was submitted and on file, therefore not complying with state government transparency laws. As such, the judge found that the contract had not been properly executed. With this ruling, the potential now exists for any government contract without a Form 1295 on file to be found void. H.B. 1817 seeks to prevent this from occurring by updating the disclosure of interested parties statute to allow for a cure period of 10 business days if a Form 1295 is found to not be on file.

HB 1817 Disclosure of Interested Parties for Certain Contracts

- **Effective:** June 9, 2023
- Contract is **only** voidable for failure to provide Form 1295 if:

the governmental entity submits written notice to the vendor



the vendor fails to submit the disclosure within 10 business days after receiving the notice

Public Information

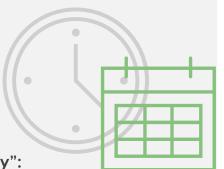
HB 3033

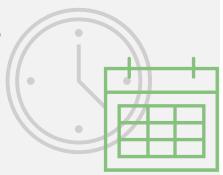
HB 3033 Revisions to Public Information Act

- Effective: September 1, 2023
- Definition of "business day"
 - Business day = day other than
 - Saturday or Sunday
 - National holiday (TGC 662.003(a))
 - State holiday (TGC 662.003(b))



- Optional holiday (TGC 662.003(c)) if the public information officer observes it
 - Rosh Hashanah, Yom Kippur, or Good Friday
- Holiday established by governing body of institution of higher education (TGC 662.011(a))
- "Friday before" or "Monday after," observing national or state holiday that occurs on Saturday or Sunday





Nonbusiness Days

- Governmental body may designate as a "nonbusiness day" a day on which its administrative offices are closed or operating with minimum staffing
 - Maximum of 10 "nonbusiness days" per calendar year
 - · For school district, board of trustees must designate

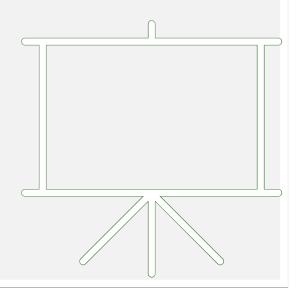
Alternative Work Sites

Fact that employee works from alternative work site does not affect "business day."

HB 3033 Revisions to Public Information Act

AG-Required Training

- If AG determines governmental body has failed to comply with TPIA requirement, AG may require that each public official of that body (including board members and PIO) complete TPIA course of training
 - AG to provide written notice of determination and requirement to complete training
 - Public official to complete training within 60 days of receiving notice





Litigation Exception – Elections

- <u>Background</u>: TPIA exception to disclosure for information related to pending litigation
- Litigation exception does not apply if the information:
 - relates to a general, primary, or special election, and
 - is in the possession of the governmental body that administers elections.

HB 3033 Revisions to Public Information Act

Law Enforcement Exception – Basic Arrest Information

- <u>Background</u>: TPIA exception to disclosure for information related to certain law enforcement information
 - NOT basic information: arrested person / arrest / crime
- Clarifies that governmental body shall release the basic information
 - unless seeking to withhold under another TPIA provision, and
 - regardless of whether seeking an AG decision regarding other requested information.





- <u>Background</u>: Governmental body is permitted to establish certain monthly and yearly limits and to charge for certain costs when requestor requires large amounts of personnel time.
 - Written statement of personnel time may not include time spent preparing the written statement.
- Requestor who has exceeded such a limit (TGC 552.275) may not inspect information on behalf of another requestor unless the requestor who exceeded the limit has paid each statement issued by the governmental body.
 - Time spent preparing the written statement <u>may</u> be included if the requestor has exceeded time limit for the period.

HB 3033 Revisions to Public Information Act

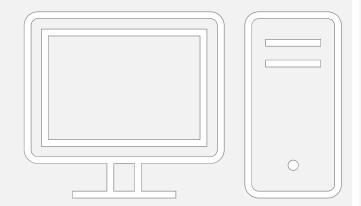


Photo ID of Requestor

- Governmental body may request photo ID from requestor for sole purpose of establishing that requestor has not exceeded a limit established by governmental body and concealed his or her identity.
 - Request for ID must include written statement of personnel time spent and statement describing each specific reason why photo ID request may apply.
 - Governmental body must accept as proof a physical photo ID or electronically transmitted or mailed image of the photo ID.
 - Requestor may decline to provide ID and obtain requested information by paying charge assessed in statement.

Electronic Submission of Request for AG Decision

- Governmental body must submit request for TPIA AG decision through AG's designated electronic filing system (\$15/submission).
- Does not apply if:
 - Governmental body requesting decision has fewer than 16 full-time employees or is located in a county with a population of less than 150,000;
 - Amount or format of responsive information at issue in request makes use of filing system impractical or impossible; or
 - Request is hand-delivered to AG's office.



HB 3033 Revisions to Public Information Act

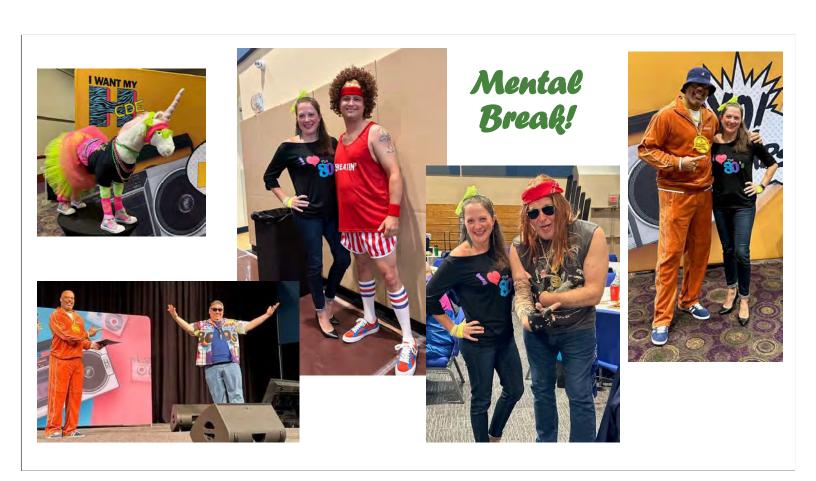
Production of Information After AG Decision

- Within a reasonable time after date AG issues decision, governmental body to respond and produce information:
 - Provide requestor itemized <u>estimate of charges</u> for production of information, if required (i.e., charges exceed \$40);
 - Take certain actions if requested information is voluminous;
 - Produce information, if required;
 - Notify requestor in writing that governmental body is <u>withholding</u> information as authorized by AG's decision; or
 - Notify requestor in writing that governmental body has <u>filed suit</u> against AG regarding information.
- Governmental body is presumed to have complied with these requirements if action is taken not later than <u>30th day</u> after date AG's decision is issued.



Searchable Database on AG's Website

- AG to make available on its website (no later than January 1, 2024) a searchable database consisting of:
 - Information identifying each <u>request</u> for a TPIA AG decision, and
 - AG's <u>decision</u> issued for each request.
- · Required search functions: Must be searchable by
 - name of governmental body requesting decision, and
 - <u>exception asserted</u> for withholding information from public disclosure.
- Must include current status of request for decision and estimated timeline for each stage of review.



Construction

HB 679

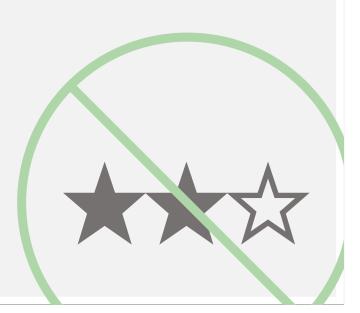
HB 679 Workers' Compensation Experience Modifiers in Construction Procurement

- **Effective:** September 1, 2023 (applies to a contract for which a governmental entity first advertises or solicits offers on or after this date)
- "Experience modifier" = number assigned to an employer seeking a workers' comp insurance policy
 - · Based on the employer's past loss experience
 - · Affects the policy's premium amount



HB 679 Workers' Compensation Experience Modifiers in Construction Procurement

- Governmental entities (including school districts)
 may <u>not</u> consider a workers' comp experience
 modifier when soliciting or entering into a
 construction contract or a contract for a public
 work
 - Cannot require a specified experience modifier to respond to a solicitation or accept an offer
 - Contract cannot require a specified experience modifier for contractor
- Applies to public and private construction contracts
- Violation = solicitation / contract / offer is voidable





HB 2965 No Waiver of Construction Defect Claim Requirements

• **Effective:** September 1, 2023 (applies only to a cause of action that accrues on or after this date, under a contract entered into on or after this date)



- Background: TGC 2272 imposes requirements before action may be brought alleging damages for construction defects against contractors or design professionals
- Clarifies that those provisions may <u>not</u> be waived by contract
 - "Waiver" = void

HB 3485

HB 3485 Contractor's Right Not to Proceed With Additional Work



- **Effective**: September 1, 2023 (applies only to a contract entered into on or after this date)
- Grants to vendors and subcontractors certain rights related to the performance of additional work directed by a school district under a public work contract:
 - May elect not to proceed with additional work if:
 - it has not received a written, fully executed change order for the work AND
 - the aggregate value of the additional work plus any previous additional work not covered by a change order exceeds 10 percent of the original contract amount
 - Not responsible for damages associated with election not to proceed



HB 2007 Certificate of Merit for Third-Party Claims Arising from Design-Build Projects

- **Effective**: September 1, 2023 (applies only to an action commenced on or after this date)
- Background: Civil Practice & Remedies Code 150.002
 requires certificate of merit affidavit from third-party
 architect, engineer, landscape architect, or land
 surveyor (re: professional's knowledge, skill, experience,
 education, training, and practice) before pursuing an
 action against professional



HB 2007 Certificate of Merit for Third-Party Claims Arising from Design-Build Projects

 Creates an <u>exception</u> to certificate of merit requirement when design-build firm makes third-party claim or cross-claim against professional arising from design-build project where school district contracts with single entity to provide both design and construction services



Facilities

HB 1263

HB 1263 School Crossing Zones and Crosswalks at High Schools in Houston

- Effective: September 1, 2023
- Local authority authorized to enact traffic laws required, upon request of Houston high school administrator, to designate a school crossing zone or crosswalk at the campus
 - Not applicable to campus undergoing major extension or new construction
- Local authority to update school zone standards by Sept. 1 and post online with clear instructions for making request



HB 1633

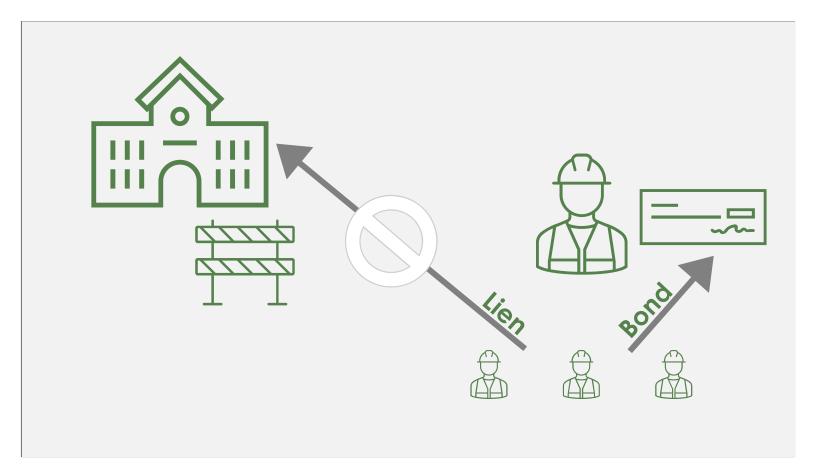


HB 1633 Parking Spaces Designated for Persons with Disabilities



- **Effective:** September 1, 2023 (applies only to offense committed on or after this date)
- Background: School district may designate parking spaces /
 area for use of vehicles transporting persons with disabilities.
 Parking enforcement may file charge against person using
 space without displaying international symbol of access on
 license plate or disabled parking placard.
- Lowers penalty for offense if vehicle displays disabled veteran license plate.





HB 2518 Required Terms for Leases of Public Property

- **Effective:** September 1, 2023 (applies to lease entered into or renewed by governmental entity on or after this date)
- Lease of public property by school district must require in any contract for the construction, alteration, or repair of improvement that contractor:
 - execute payment bond and performance bond in an amount equal to the amount of the contract, and
 - provide to governmental entity "notice of commencement" at least 90 days before start date of any construction / alteration / repair



HB 2518 Required Terms for Leases of Public Property

- Notice of commencement must include:
 - Identification of public property
 - Description of work
 - Total cost of work
 - Copies of bonds
 - Contractor's written acknowledgement that will give copies of bonds to all subcontractors.
- Governmental entity has 10 days from receipt of notice to notify leaseholder that construction/ alteration / repair may not proceed.







HB 1825 Alcoholic Beverages at School Districts in Tarrant County

- Effective: September 1, 2023
- Board of Tarrant County school district permitted to adopt policy allowing for consumption / possession / sale of alcoholic beverages at event held at district's performing arts facility
 - Facility must be leased to a <u>nonprofit</u> organization for event not sponsored or sanctioned by district **AND**
 - lease must require that event be held <u>outside</u> regular school hours AND
 - alcoholic beverages must be sold by person holding appropriate retail license or permit.





SB 2069 Human Trafficking Signs at Schools

• Effective: September 1, 2023



- Background: 87th Legislature's "No Trafficking Zone Act" + no funding = hardship in complying
- Scales back signage requirements:
 - Private schools taken out
 - Significantly reduces number and locations of signs to be posted by public schools:
 - Must post warning signs in a conspicuous place reasonably likely to be viewed by all school employees and visitors



HB 915 Texas Workforce Commission Notice for Workplace Violence

- Effective: September 1, 2023
- Employers to post notice for reporting workplace violence or suspicious activity to DPS. Must include contact information and right to make anonymous report. Must be posted:
 - In a conspicuous place,
 - In sufficient locations to be convenient to all employees, and
 - In English and Spanish, as appropriate.
- TWC to consult with DPS to adopt rules prescribing form and content of notice by March 1, 2024.





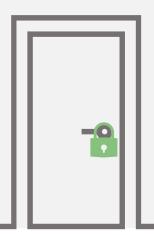
HB 3 Public School Safety Measures

- Effective: September 1, 2023
- Facilities Standards Compliance: District must comply with TEA facilities standards, <u>unless</u> claims a good cause exception related to:
 - age, physical design, or location of noncompliant facility;
 - availability of funding; or
 - supply chain obstacles.
- If exception, must set an <u>alternative</u> standard.
- Must <u>document</u> compliance and make available to TEA upon request.
- Must comply with applicable <u>procurement</u> laws when achieving compliance with facilities standards.



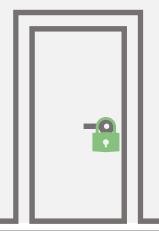
HB 3 Public School Safety Measures

- Facilities Standards Compliance: Commissioner may authorize districts to use funds for safety, including school safety allotment or any other available funds. Funds in state's supplemental budget (SB 30) may be used for compliance through September 1, 2026.
 - School safety allotment went up 28 cents per student and \$15,000 per campus.
- Commissioner may adopt rules with safety requirements that districts must meet in order to receive funds.
- Any document collected, identified, developed, or produced related to facilities standards compliance is confidential and not subject to disclosure.



HB 3 Public School Safety Measures

- Use of Bond Funds: For bonds authorized to be issued at an election after September 1, 2023, bond proceeds for construction and equipment of school buildings and purchase of necessary sites for school buildings may be used for complying with facilities standards.
- If TEA determines district is not in compliance with facilities standards, district must use such bond proceeds to achieve compliance before using the funds for any other purpose.





To the Administrator Addressed

Commissioner Miles Muratis

1701 North Congress Avenue . Austin Texas 78701-1494 . 512 463-9734 . 512 463-9838 FAX . Texatexas of

DATE:	June 1, 2023	
SUBJECT:	Adopted School Safety Standards	
CATEGORY:	Information	
NEXT STEPS:	Submit grant applications by 08/01/2023 deadline	

Overview

The Texas Education Agency (TEA) is committed to supporting local educational agencies (LEAs) in their efforts to improve the safety and security of school facilities for staff, students, and visitors. This letter provides information related to Adopted New 19 Texas Administrative Code (TAC) Chapter 61, School Districts, Subchapter CC, Commissioner's Rules Concerning School Facilities, §61.1031, School Safety Standards.

School Safety Standards

On June 2, 2022 Governor Abbott charged the Commissioner of Education with rule development to ensure existing school facilities are held to heightened safety standard, and to determine costs of more secure facilities in schools. As authorized by Texas Education Code (TEC), §57.061 and 37.115(b), the School Safety Standards in 19 TAC §63.1031, were adopted on May 31, 2023, to address minimum school safety standards that will better ensure the safety of students and staff in our public schools. The adopted rule requires that all public school system instructional facilities have access points that are secured by design, maintained to operate as intended, and appropriately monitored.

School Safety Funding

2023-2025 School Safety Standards Formulary Grant

On November 3, 2022, TEA released a formula-based grant to support the school safety standards rule referenced above. The grant allows for pre-award for items purchased on or after June 1, 2022.

Application due date is: August 1, 2023

Grant details are available on the TEA Grant Opportunities page.

Future Funding

The Texas Legislature has provided new funding for school safety totaling \$1.4 billion for the next two years, including \$1.1 billion in one-time funding through the supplemental appropriations bill to address new minimum school safety standards and other facilities-related safety improvements. TEA will provide more information on accessing this funding in the coming months. In addition, the General Appropriations Act increases ongoing school safety funding by \$300 million per biennium (about \$150 million per year) through the school safety allotment and technical support/oversight programs.

Questions and More Information

More school safety resources are posted at the <u>TEA Safe Schools Webpage</u>. If you have any questions, please contact <u>safeschools@tea.texas.gov</u>.

https://tea.texas.gov/sites/default/files/ /taa-adopted-school-safetystandards.pdf



HB 1760 Possession of Weapon in Prohibited Places Related to Schools

- **Effective:** September 1, 2023 (applies only to offense committed on or after this date)
- Adjusts list of locations where (absent an exception) a person cannot go with a firearm, location-restricted knife, club, or other prohibited weapon. Cannot take a location-restricted weapon:
 - On <u>premises</u> of a school or postsecondary educational institution,
 - On <u>grounds</u> or <u>building</u> owned by and under control of school or postsecondary educational institution where <u>school activity</u> is being conducted, or
 - In <u>passenger vehicle</u> of school or postsecondary educational institution.



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 - On <u>premises</u> of a school or postsecondary educational institution.
 - On grounds or <u>building</u> owned by and under control of school or postsecondary educational institution where <u>school activity</u> is being conducted, or
 - In <u>passenger vehicle</u> of school or postsecondary educational institution.

Not an offense if carrying weapon pursuant to written regulations or written authorization of the school or institution

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 - In <u>passenger vehicle</u> of school or postsecondary educational institution.

Premises = building or portion of building

- **NOT**public or private driveway,
street,
sidewalk or walkway,
parking lot, parking garage, or other
parking area.

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 - In <u>passenger vehicle</u> of school or postsecondary educational institution.

School = accredited primary or secondary school

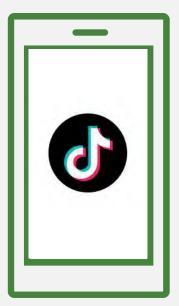
Postsecondary educational institution = institution of higher education or private or independent institution of higher education.

Miscellaneous

SB 1893

SB 1893 Prohibiting Certain Social Media Applications on Government Devices

• **Effective:** June 14, 2023



- Prohibits use on government devices of social media applications and services deemed to pose risk to the state.
- Requires governmental entities to prohibit on devices owned / leased by governmental entity:
 - TikTok,
 - Any other service developed / provided by ByteDance Limited (owner of TikTok), and
 - Any other social media application or service determined by governor to pose a risk to the state.

SB 1893 Prohibiting Certain Social Media Applications on Government Devices

Professors sue Texas over TikTok ban, signaling First Amendment fight

The professors said the ban immediately halted research projects into TikTok and derailed their plans to lead classes discussing the social media app's benefits and risks.

BY DREW HARWELL, THE WASHINGTON POST JULY 13, 2023 12 PM CENTRAL

HB 4553

HB 4553 Eligibility of Certain Entities for DIR Services

- Effective: September 1, 2023
- Background: DIR required to perform a variety of tasks:
 - Telecommunications services.
 - Negotiate contracts for IT commodity items, and
 - Establish statewide tech centers offering tech services.
- State law establishes which entities are eligible to access DIR programs and services, but lists are not uniform. Varying eligibility across programs = confusion.

- **Expands** the list of eligible entities, which includes local governments such as school districts.
 - Aligns the list across various DIR programs and services.

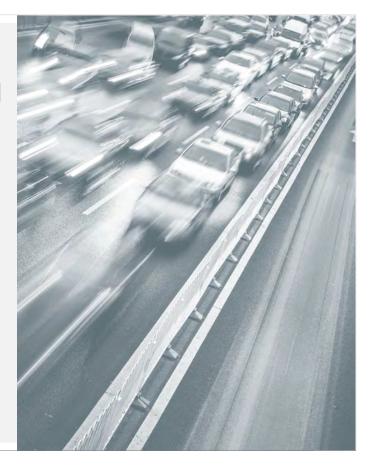
HB 2190

HB 2190 Terminology Used to Describe Transportation-Related Accidents

• Effective: September 1, 2023







Federal DOL Davis-Bacon Rule Changes



News Release

US DEPARTMENT OF LABOR ANNOUNCES FINAL RULE TO MODERNIZE DAVIS-BACON ACT

Aided by labor, industry stakeholders' comments, most comprehensive updates in 40 years

The final rule's regulatory changes improve the department's ability to administer and enforce DBRA labor standards more effectively and efficiently. These changes include the following:

- Creating new efficiencies in the prevailing wage update system and making sure prevailing wage rates keep up with actual wages which, over time, would mean higher wages for workers.
- Returning to the definition of "prevailing wage" used from 1935 to 1983 to ensure prevailing wages reflect actual wages
 paid to workers in the local community.
- Periodically updating prevailing wage rates to address out-of-date wage determinations.
- Providing broader authority to adopt state or local wage determinations when certain criteria are met
- Issuing supplemental rates for key job classifications when no survey data exists.
- Updating the regulatory language to better reflect modern construction practices.
- Strengthening worker protections and enforcement, including debarment and anti-retaliation provisions.

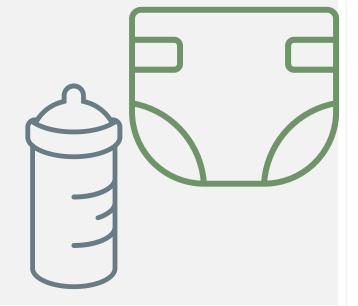
The DBRA requirements apply to an estimated tens of billions of dollars in federal and federally assisted construction spending each year and provide minimum wage rates for hundreds of thousands of U.S. construction workers. The department expects a significant increase in the numbers of industry workers due to the historic investments in federally funded construction projects made possible by legislation such as the Infrastructure Investment and Jobs Act.

"Lagniappe" Bills



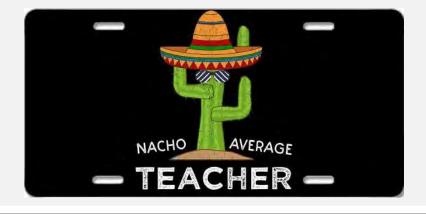
SB 379 Exemption from Sales and Use Taxes for Certain Family Care Items

- Effective: September 1, 2023
- Exempts from sales tax:
 - Diapers
 - Wipes
 - · Baby bottles
 - Feminine hygiene products
 - Maternity clothes
 - Breast milk pumping products



HB 108 Issuance of Specialty License Plates for Classroom Teachers and Retired Classroom Teachers

- Effective: September 1, 2023
- Specialty license plates for classroom teachers with 15 years of service (and retired classroom teachers with 20 years of service) teaching public school students
- "Texas Teacher" or "Retired Texas Teacher," respectively, and public education logo.



HB 2194 Establishing a "Made in Texas" Labeling Program



- Effective: September 1, 2023
- Establishes a "Made in Texas" labeling program to:
 - Set criteria for whether person may sell / advertise / offer for sale in Texas a product using "Made in Texas"
 - All or <u>virtually all</u> significant parts and processing of product must originate in Texas
 - Design and administer use of logo for products to be labeled as "Made in Texas"
 - Adopt application process for use of logo

HB 3991 Fruit & Vege Day



- Effective: beginning 2023-24 school year
- Establishes the first Friday in April as "Texas Fruit and Vegetable Day"
- To promote awareness of the health benefits of fruits and vegetables and to encourage students to consume more fruits and vegetables during Texas Fruit and Vegetable Month under Section 662.103, Government Code.
- Texas Fruit and Vegetable Day shall include appropriate instruction, as determined by each school district.

HB 639 Number of Temporary Licenses to Conduct Bingo

- Effective: September 1, 2023
- Increases from 6 to 12 the number of temporary licenses to conduct bingo per year.







Sarah Langlois

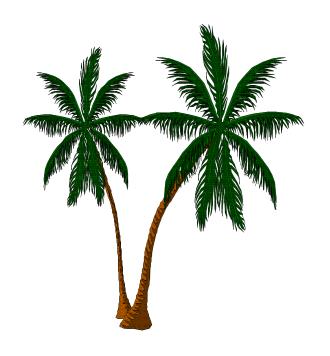
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slanglois@snll-law.com
www.snll-law.com

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SUMMER SESSION 2024

ANNUAL CONTRACTS MANAGEMENT AND RENEWAL PROCESS



SPEAKERS:

Diane Palmer-Boeck Kellie Pendleton





Timeline

- Start the process 90-100 days before the contract renewal date.
- Adjust for additional time depending on complexity of commodity/services.



3

Q3 Q2 Q3

Initial Assessment (3-4 Months Before Renewal)

- Gather and Review Essential Documents
- Review Current Contract
- Assess Compliance
- Evaluate Performance
- Check Legal and Regulatory Changes
- Identify Changes in Needs



Documentation Review

- Audit for Completeness
- Update Internal Records

5

Documentation Review

- Ensure all necessary documents are up to date and properly filed, both physically and electronically.
- Update Internal Records: Make sure internal systems like procurement databases or contract management software are updated with the latest contract information.
- Ensure Insurance information is up to date



Financial Assessment



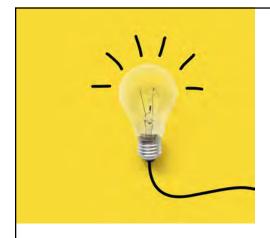
- Review Contract Costs
- Compare with Market Rates
- Identify Potential Savings

7

154,568 154,568 97,511 99,011 110,000 150,000 35,000 83,000 101,686 101,686 101,96 101,96 101,96

Financial Assessment

- Analyze the financial aspects of the contract, including payments made, remaining budget, and any discrepancies.
- Assess if the contract pricing is competitive compared to current market rates. Tie back to indices (PPI, CPI). Utilize this information if a price increase is requested.
- Look for renegotiation opportunities that could lead to cost savings or improved service.
 - Specifically look for opportunities to deescalate costs if escalations were approved throughout the contract period.



Stakeholder Consultation

- Gather Feedback
- Decision on Renewal

q



Stakeholder Consultation

- Consult with internal stakeholders who interact with the contract. Collect feedback on vendor performance, service quality, and any issues.
- Based on feedback and performance, decide whether to renew, renegotiate, or terminate the contract.

Approval and Renewal





• Internal Approvals

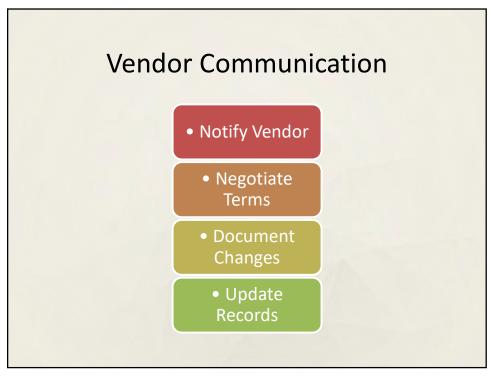
• Renewal Documentation

11



Approval and Renewal

- Obtain necessary approvals for contract renewal or amendment from senior management or other relevant authorities.
- Prepare and sign the renewal documentation, including any amendments.
 - Determine if "in-writing" is required for renewal, or if "auto-renewal language was included in original contract documentation.
 - If "auto-renewal" was NOT included, prepare a change order for all future renewals.

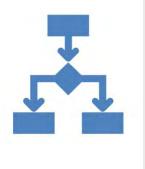


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Vendor Communication

This is culmination of the research and decisions made prior to this point of the process:

- Inform the vendor of your intentions regarding contract renewal.
- Negotiate Terms (if needed): If renegotiating, discuss new terms, prices, or conditions.
- Document Changes: Ensure any agreed-upon changes are documented in a contract amendment or new contract.
- Update Records: Update all records and systems with the renewed contract information.



Ongoing Monitoring

- Set Review Schedule
- Track Performance
- Maintain Communication

15

Ongoing Monitoring



Establish regular intervals for contract performance review and monitoring.



performance against the contract terms.

Established vendor performance schedule should be followed.



Keep open lines of communication with the department and vendor for ongoing management and issue resolution.

Archiving and Record Keeping

- Archive Documentation
- Update Electronic System(s)

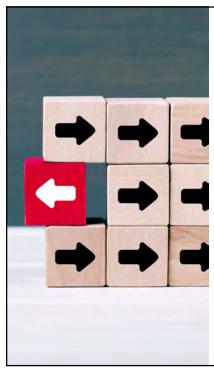


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Archiving and Record Keeping



- Properly archive all relevant documents at the contract's end for future reference and compliance purposes.
- Ensure your contract management system reflects the contract's status.
 - Don't forget Insurance!



Non-renewal Process

- Formal Decision
- Notification to Vendor
- Transition Planning
- Financial Settlements
- Debrief and Feedback
- Asset and Data Retrieval.

19

Nonrenewal Process

Formal Decision and Documentation

- a. Document the decision not to renew the contract.
- Ensure the decision is based on thorough evaluation and in line with organizational policies.

Notification to the Vendor

- a. Inform the vendor about the non-renewal decision in writing.
- b. Provide sufficient notice as per the terms of the contract.
- c. Offer a clear explanation for the decision, if appropriate.

Internal Communication

- a. Notify relevant internal stakeholders about the non-renewal decision.
- b. Prepare for any questions or concerns from internal teams impacted by this decision.



Contingency Measures

- Implement any necessary contingency plans to ensure uninterrupted operations.
- b. Communicate these measures to affected stakeholders.

Transition Planning

- a. Develop a transition plan to mitigate any operational impacts due to the contract ending.
- b. Identify alternative solutions or vendors to fill the gap left by the non-renewed contract.
- c. Plan for the transfer of services, data, or resources from the current vendor.

Review Contractual Obligations

- a. Ensure all contractual obligations have been met by both parties.
- b. Review the contract for any terms regarding termination or non-renewal.

Financial Settlements

- a. Settle any outstanding payments or financial obligations.
- b. Conduct a final audit or review of financial transactions related to the contract.

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Non-renewal

Process

Non-

renewal

Process

Debrief and Feedback

- Conduct an internal debrief to understand the reasons for non-renewal and lessons
 learned.
- b. Optionally, provide feedback to the vendor for their future improvement.

Asset and Data Retrieval

- Secure the return of any assets, property, or data belonging to your organization.
- b. Ensure proper and secure transfer or destruction of sensitive information.

Update Records and Systems

- a. Update internal systems and records to reflect the end of the contract.
- b. Archive relevant documentation for future reference and compliance purposes.

Future Procurement Planning

- a. Use the experience to inform future procurement strategies and decisions.
- b. Identify any improvements or changes needed in the procurement process.



Special Considerations

Scalability: Adjust the process based on the contract's complexity and value.

Technology Use: Leverage contract management software for tracking, reminders, and performance metrics.

Compliance: Regularly check for changes in laws or industry regulations that might affect the contract.

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Conclusion

This process ensures thorough evaluation and decision-making, leading to well-managed contracts that align with organizational goals and provide optimal value.



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ADDITIONAL TRAINING - 2024

Construction: Alternate Delivery Methods

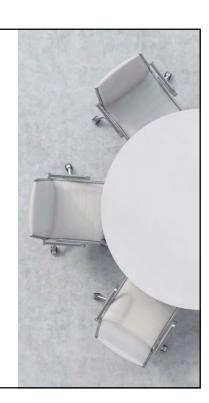
Annual Contracting/Renewal Process

Servant Leadership

Project Management

Time Management

You



GOVERNMENT PROCUREMENT AND LEADERSHIP SOLUTIONS

CREATE YOUR CENTER OF PROCUREMENT EXCELLENCE

Centers of Excellence: We refine your operations by evaluating and enhancing policies to boost efficiency and reduce waste.

Continuous Improvement & Support: Beyond identifying inefficiencies, we offer retainer services for ongoing improvement and support, ensuring smooth operations.

Strategic Planning: We streamline your path to excellence with a clear, strategic roadmap, prioritizing your goals for quick, effective achievement.

Organizational Health: Effectively building a cohesive team, establishing clarity among the team, communicating that clarity and putting in place just enough structure to reinforce that clarity going forward.

GOVERNMENT PROCUREMENT AND LEADERSHIP SOLUTIONS



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SUMMER SESSION 2024

VENDOR PRESENTATIONS



SPEAKERS:



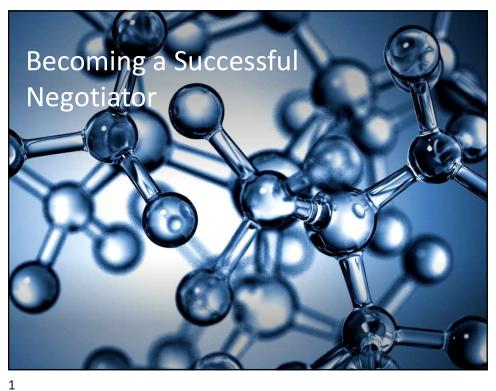
SUMMER SESSION 2024

INTRODUCTION TO YOUR NEGOTIATION STYLE



SPEAKERS:

Diane Palmer-Boeck Kellie Pendleton



What is Negotiation?

- Definition of negotiation
- Key elements: communication, compromise, mutual benefit
- Importance in resolving conflicts and achieving goals

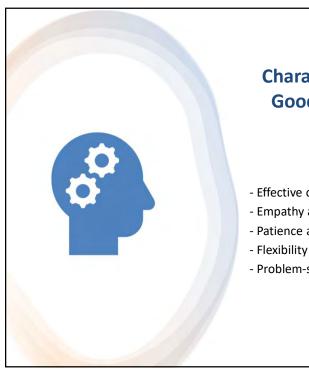




The Negotiator Quiz Exercise

WHAT'S YOUR STYLE

3



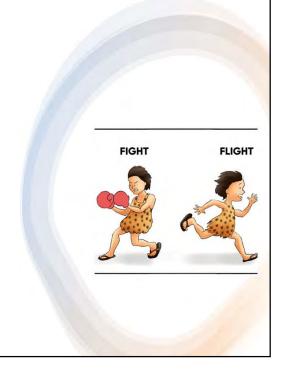
Characteristics of a Good Negotiator

- Effective communication skills
- Empathy and active listening
- Patience and persistence
- Flexibility and adaptability
- Problem-solving skills

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Developing Negotiation Skills

- · Practice active listening
- Engage in role-playing exercises
- Read books on negotiation techniques
- Seek feedback and continuous improvement



5

Runner (A): Avoids Confrontation

- Recognize situations where you tend to avoid confrontation.
- Practice expressing your needs and concerns in low-stakes environments.
- Learn and practice assertive communication techniques.
- Engage in role-playing exercises to simulate confrontational situations.

Fighter (B): Confrontational and Aggressive

- Recognize triggers that make you confrontational.
- Practice techniques to manage anger and frustration.
- Put yourself in the other person's shoes to understand their perspective.
- Learn and practice conflict resolution strategies focusing on collaboration.

7

Accommodator (C): Avoids Confrontation by Yielding

- Practice standing up for your needs and preferences without guilt.
- Learn to set and communicate clear boundaries.
- Develop a habit of self-validation.
- Start by saying no in low-stakes situations to build confidence.

Negotiator (D): Looks for Compromise

- Practice active listening to fully understand the other party's perspective.
- Approach negotiations with a problemsolving mindset.
- Be open to alternative solutions and compromises.
- Prepare for negotiations by understanding goals and potential areas of compromise.

9

Understand

 Understand your dominant argumentative style to tailor your negotiation approach.

Develop

 Develop self-awareness, communication skills, and negotiation techniques.

Practice

 Practice and continuous improvement are essential for successful negotiation.

Conclusion

Whether you're a Runner, Fighter, Accommodator, or Negotiator, developing self-awareness, communication skills, and negotiation techniques will help you handle conflicts more effectively and achieve better outcomes.

Practice and continuous improvement are essential to becoming a successful negotiator.

11



Questions

THANK YOU

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What's Your Style

Negotiations Exercise #2

Are you always spoiling for a fight, or do you flee at the first sign of trouble? Quiz yourself to find out how you argue ...

- **1.** A friend wants you to go with him to a party tonight, but you feel like you should stay in and study, what do you do?
 - A. Put off answering until the last minute, you'd rather not cause an argument.
 - **B.** Shout at him. How could he be so insensitive? He knows that you need to study for this exam!
 - C. Say yes, it feels mean to say no.
 - **D.** Agree to go but a bit later, and only if you manage to read the first two chapters of your study book.
- **2.** An assistant in a shop gives you the wrong change, do you say something?
 - A. No way, it's not worth it, you're out of there.
 - **B.** Of course, why wouldn't you, and you intend to talk to the manager too this is unacceptable!
 - C. You think about it but then you back out, you wouldn't want to hurt their feelings.
 - **D.** Yes. You point out politely that you have the wrong change. Can they recount it?
- **3.** You're really pushed for this next essay deadline as you've had a lot going on in your personal life, what do you say to your tutor?
 - A. Nothing. You'd rather not talk about it. You might send an email.
 - **B.** It's unfair! You're not writing that essay, and if your tutor makes you do it, you're going to make a real fuss!
 - **C.** You try to ask for an extension but wouldn't want the tutor to look bad.
 - **D.** You tell the tutor about what's been going on for you and ask if it's possible to give in the essay a week later.
- **4.** You come home, and your housemate is watching another episode of Desperate Housewives, but you'd rather watch True Blood, what do you do?
 - **A.** Go to your room, it's not worth the fuss.
 - **B.** Grab the remote and switch it over, they always have their own way.
 - **C.** Sit through it and grit your teeth, even though it's the fifth time this week.
 - **D.** Mention that there's been a lot of Desperate Housewives recently and it'd be nice to watch something different.
- **5.** You're making dinner for a friend, but he arrives early and starts telling you what you're doing wrong so what do you do?
 - **A.** Let them take over the cooking, they obviously know more about it than you.
 - **B.** Tell them to get out of the kitchen it's your house, so your rules.
 - **C.** Agree that you're awful and decide never to cook again.
 - **D.** Say that next time they cook they can do it their way, but this time you're going to try it this way.



SUMMER SESSION 2024

ELECTRICITY BUYING STRATEGIES IN TODAY'S HIGH PRICED MARKET



SPEAKER:

Annette VanBrundt



ELECTRICITY BUYING STRATEGIES IN TODAY'S HIGH-PRICED MARKET

ISM-RGV 2024



Powering the Modern Co-op eraTM



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Agenda







Review the Current Energy Market Fundamentals-Why are prices so high?



When should we buy? How long?



Discuss Different Procurement Strategies to help you meet your budget needs



Other Things to consider...





About Texas Public Energy Alliance – Energy Cooperative



Not just a Co-op.

Better contract, lower price, faster process, more competition



All-in-One

The only co-op that combines energy procurement and energy management guidance with best-in-class energy experts, to help you make smart decisions with your budgets

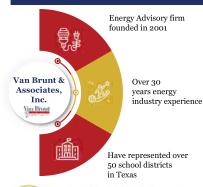


Only Available to Public Sector

- School Districts
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About Our experts – Van Brunt & Associates





Accredited Texas Energy Manager



Licensed Energy Broker & Aggregator



Annette VanBrunt President

TEXAS PUBLIC ENERGY ALLIANCE

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Thank You.

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SUMMER SESSION 2024

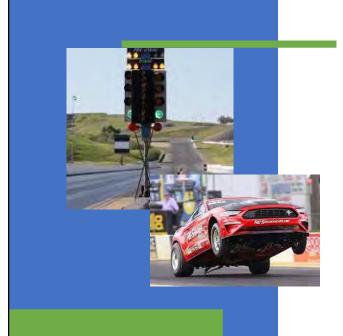
ACQUIRING A FLEET OF VECHICLES ADVANTAGES OF PURCHASING VS LEASE OPTIONS



SPEAKERS:

Ed Cain Jennifer Garcia



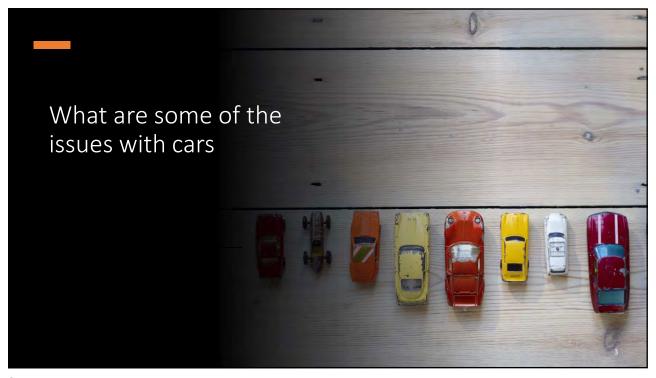


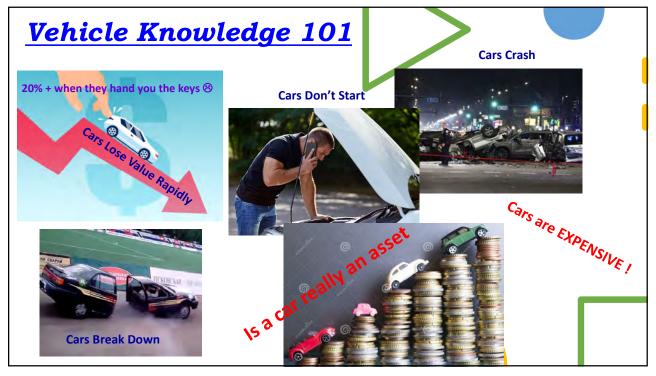


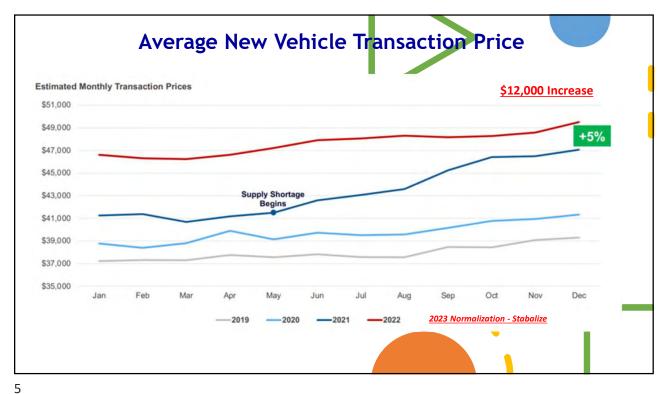
OVERVIEW

- As the 2024 model year ends, how can you best position your fleet for 2025
- Update Texas and US Economy
- Auto Industry Outlook for 2025
- Things to Think About for your 2025 Budget
- How can D&M Leasing help

2









REASONS FOR THE PRICE INCREASE



- ➤ Inflation- Everything costs more!
- ➤ Vehicle Advancements- The average vehicle has nearly 1000 micro chips (2000 for an EV). Vehicles have become highly advanced, and consumers want these upgrades; Lane Change, Blind Spot, Park Assist, Adaptive Cruise, etc. Vehicles are being built for the Retail Consumer so Manufacturers can have the highest profit margins.
- ➤ It is still a supply and demand marketplace. Supply is tight and the OEMs are enjoying high margins and so are the dealerships. They like it this way and don't want to return to the days of high inventory and big rebates!
- ➤ Vehicle Upfit costs have gone through the roof and inventory on certain items can take 60-days to 6-months to get. This is dramatically increasing the order to delivery timeframe.
- The UAW strike slowed production for 2024 and now the OEMs will need to raise prices further to meet the demands of the UAW.

7

7

Let's Talk Texas



- Over 500,000 people Moved to Texas last year -
 - How many in your community
- We now have over 30,000,000 people in our state
- Over 400,000 Jobs were added to our Economy in the same Period
- Texas has added jobs in 43 of the last 44 months
- Texas continues to outpace the nation in job growth and Economic Activity 7.7%
- #1 in the Nation

The Texas economy is officially the 8th largest economy in the world, valued at more than \$2.4 trillion





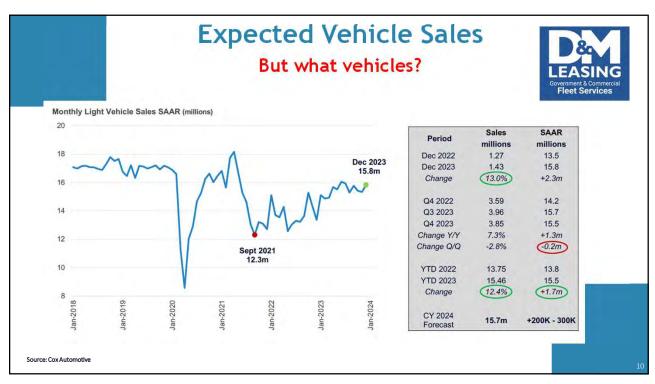
What does all this information mean?

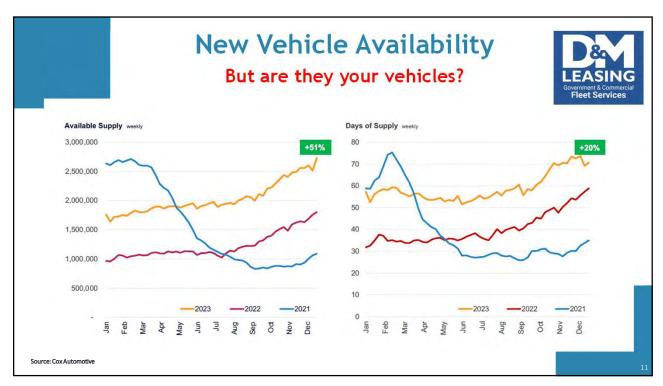


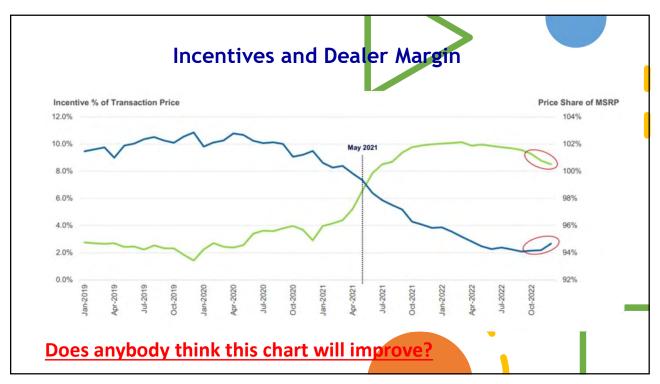
- 1. Texas is GROWING
- 2. Your County is GROWING
- 3. Your Cities are GROWING
- 4. Your NEEDS for vehicles will GROW
- 5. Will your vehicle budgets GROW?

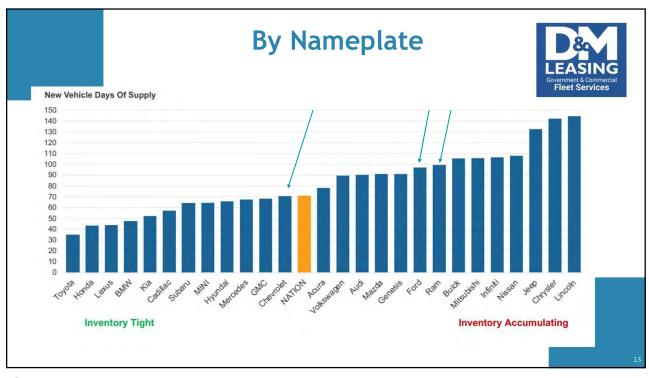


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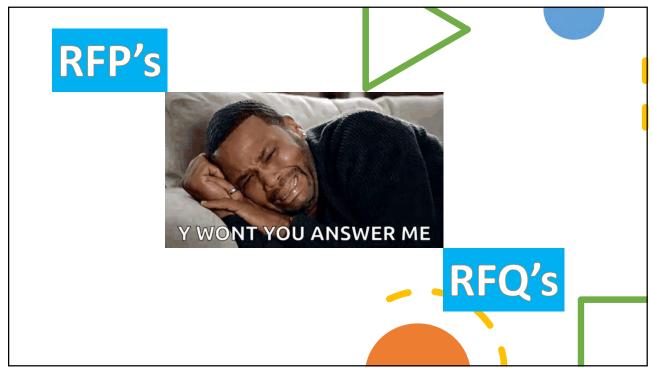
QUESTIONS OF THE DAY



- ❖ How many of you are still waiting on trucks ordered in 2021 or 2022?
- ❖ What about 2023?
- ❖ Do any of you know how things are going to shake out for 2024?
- ❖ Have any of you talked with the manufacturers' representatives about 2025 orders?
- ❖ How many of you think it will get better this year or the year after?

At the end of the day, how many of you just want to throw your hands in the air and call it a day????





QUESTIONS OF THE DAY

- For 35-years, the OEMs had a very structured ordering process. That is no longer in place. The OEMs no longer produce the maximum number of vehicles possible. Instead, they have gone to an Allocation process. You tell them how many vehicles you want, and they tell you how many they will let you have. This keeps supply down and profits up.
- ➤ For Government Fleets, the OEMs may keep their order banks open for 1-day, 1-month, or 6-months depending upon demand and their production capabilities. Remember, Government comes last in the pecking order, so your order requests are filled after everyone else.
- ➤ Because of the above, dealers and Fleet Management Companies like D&M cannot bid on your RFPs and guarantee you will get any vehicles. Especially, if you are requesting the vehicles after October when your budget is finalized because most likely, the Government Order banks are closed/filled.



The
Automotive
Industry is
changing,
adapting,
and
evolving
changing;
ARE YOU?

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WHO IS D&M LEASING?















- Dallas Lease Returns
- Four Stars Auto Group
 - Chevy, Ford, RAM, Jeep, Dodge, Toyota, Nissan
- Four Stars Finance
- Apple Leasing

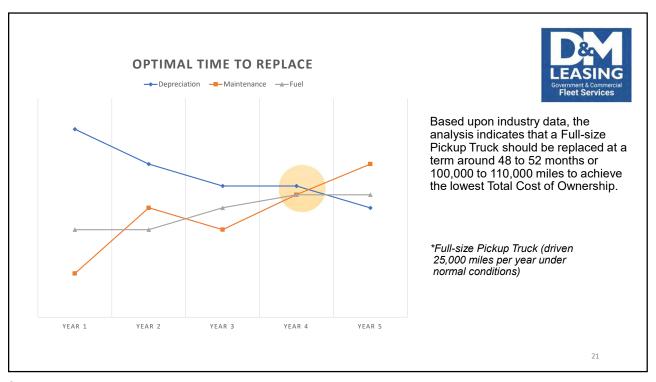
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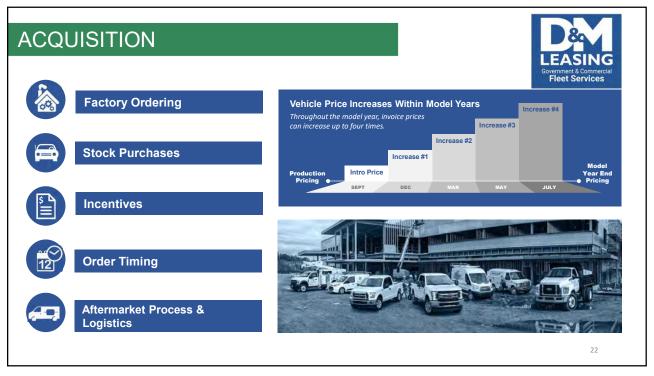


WHY LEASE?



- ✓ While purchasing a vehicle outright may offer some advantages, it severely limits cash-strapped government fleets from obtaining the vehicles they need. Leasing provides cash-flow benefits, reduced administrative headaches, and makes available a variety of fleet management tools and services.
- ✓ Improved Cash Flow- Over the last 20 years, the price of a new vehicle has increased an average of 500%, making an outright purchase impractical for most commercial and government fleets. Leasing requires a much smaller upfront investment in comparison to an outright purchase. In essence, you pay for only the amount of the vehicle you use, not the entire amount of the vehicle. These savings can be used to fund additional vehicles or cover budget shortfalls in other areas. On average, a fleet can acquire 4 leased vehicles for every 1 vehicle purchased outright.
- ✓ Reduced Administrative Headaches- Leasing provides a predictable annual fleet expense with a structured vehicle replacement cycle. Allowing fleet administrators, the ability to accurately forecast all fleet expenses. Additionally, D&M manages the following: acquisition, coordinating aftermarket installation, titling, registration and remarketing the vehicle. This allows the fleet administrator to concentrate on core fleet responsibilities.
- ✓ Coop Contracts- Allow government fleets to satisfy stringent procurement requirements and quickly adapt to the automotive marketplace. All while getting the lowest cost.





LEASE/FUNDING OPTIONS



Open-End/TRAC Lease

- Lease written to a book value.
- · Flexible term
- No mileage restrictions
- No abnormal wear and tear clauses
- Lessee responsible for book value at term
- Lessee keeps vehicle equity at term



Municipal Lease

- Lease written to a \$1 book value
- · Title Owner
- Potential interest rate deductions through funding sources
- · No mileage restrictions
- No abnormal wear and tear clauses



Closed-End Lease

- Walk-a-way lease
- · Fixed term
- · Mileage restrictions
- Abnormal wear and tear clauses
- No responsibility for vehicle resale at term
- Most appropriate for cars and SUVs with mileage predictability

23

23

OPERATING EXPENSES

Maintenance

Full Maintenance

- Fixed monthly rate
- Simple process for all parties
- 24/7 Roadside, all major and minor repairs (excluding brakes/tires)
- Choose from over 70,000 shops nationwide

Maintenance Management

- "Bridge" program for currently owned fleet vehicles
- · Monthly consolidation of all repair invoices
- Seamless experience for field drivers

Network Service Department

- ASE Blue Seal certified since 1998
- Available by phone 24 hours a day, every day, year round
- Average savings of \$51.27 per transaction by negotiating repair costs and avoiding unnecessary repairs
- 275,000 vehicles managed in US; 1.8M worldwide



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WHY LEASE?



THE PROBLEM

- ➤ Government Fleets are being asked to do more with less.
- > Official are being challenged to lower costs while increasing efficiencies.
- > Official are forced to run vehicles far beyond their useful life due to shortfalls in their Capital Budgets.
- > Operating expenses soar to four to five times higher than comparable commercial fleets due to the costly repairs of an aging fleet.

THE SOLUTION

Lease Fleet Vehicles using proven Fleet Management principals to maximize Capital Budgets and Operating Efficiencies. Commercial Fleets have been doing this for over 50-Years!

- ✓ Leasing allows government fleets to get 3 or 4 vehicles for the cost of purchasing 1 vehicle (More for less)
- ✓ Leasing can cut vehicle lifecycles in half. By shortening the rotation, vehicle maintenance drops and driver efficiency and safety increases.
- ✓ As fleet management experts, D&M will design the most cost-effective program for your fleet.

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THE RESULTS



WHAT WILL LEASING DO FOR YOU?

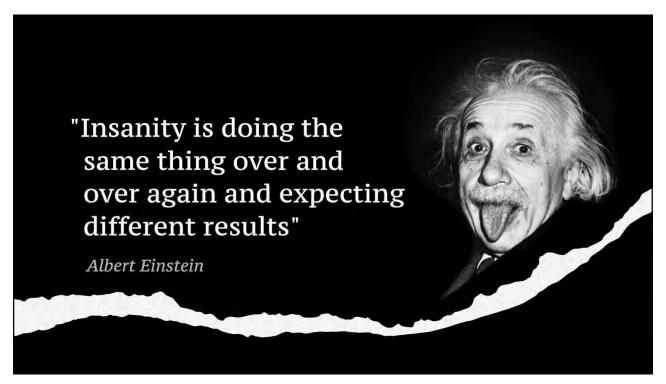
Immediately Save You Money Lower Your Fuel Expenses An Average of 30%

Lower Your Maintenance Expenses As Much As 75%

Cut Your Replacement Cycle In 1/2 Improve Safety For Your Drivers Keep Your Fleet Fresh With New Low Mileage Vehicles

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					10 Yea	ar Fleet A	nalysis				
Current Fleet Current Cycle (yrs) Current Maint. (monthly) Current Cents per Mile Current MPG		156 11 \$62.63 \$0.12 20.00		Annual Miles Price/Gallon		6,319 \$3.42		Proposed Fleet		156 5	
								Proposed Cycle (yrs)			
				Proposed Maint. (monthly)					inthly)	\$26.33	
									Proposed Cents per Mile		
				Proposed Monthly Lease Payment		\$590.00	Proposed MPG		25		
											Annual
		Fleet Mix	_				Fleet		**		
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Maintenance	Estimated Equity	Fuel	Fleet Budget	Net Cash
Average	156	31.2	156	0	\$1,009,101.60	ō	\$103,652.53	(\$31,200.00)	\$162,020.16	\$1,243,574.29	\$1,243,574.2
2024	156	31.2	125	31	0	\$220,896.00	\$103,652.53	(\$31,200.00)	\$162,020.16	\$455,368.69	\$788,205.60
2025	156	31.2	94	62	0	\$441,792.00	\$90,061.05	(\$31,200.00)	\$155,269.32	\$655,922.37	\$587,651.91
2026	156	31.2	62	94	0	\$662,688.00	\$76,469.58	(\$31,200.00)	\$148,518.48	\$856,476.06	\$387,098.23
2027	156	31.2	31	125	0	\$883,584.00	\$62,878.11	(\$31,200.00)	\$141,767.64	\$1,057,029.75	\$186,544.54
2028	156	31.2	0	156	0	\$1,104,480.00	\$49,286.64	(\$31,200.00)	\$135,016.80	\$1,257,583.44	(\$14,009.15)
2029	156	31.2	0	156	0	\$1,104,480.00	\$49,286.64	(\$93,600.00)	\$135,016.80	\$1,195,183.44	\$48,390.85
2030	156	31.2	0	156	0	\$1,104,480.00	\$49,286.64	(\$93,600.00)	\$135,016.80	\$1,195,183.44	\$48,390.85
2031	156	31.2	0	156	0	\$1,104,480.00	\$49,286.64	(\$93,600.00)	\$135,016.80	\$1,195,183.44	\$48,390.85
2032	156	31.2	0	156	0	\$1,104,480.00	\$49,286.64	(\$93,600.00)	\$135,016.80	\$1,195,183.44	\$48,390.85
2033	156	31.2	0	156	0	\$1,104,480.00	\$49,286.64	(\$93,600.00)	\$135,016.80	\$1,195,183.44	\$48,390.85
								10 Year Savings			\$2,177,445.38



HOW TO WIN IN THIS ENVIRONMENT

- 1) Proactive
- 2) Flexible
 - ➤ Who's Building Faster
 - ➤ Who has Allocation
 - What type of vehicles can be procured
 - ➤ Utilize your resources
 - ✓ Timing
 - ✓ Auto Auctions
 - ✓ Upfits
 - ✓ Order banks
 - ✓ Model Changes
 - ✓ Concessions vs. Production
 - ✓ Guidance and counsel





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CONCLUSION

- ➤ Maintain a fresh clean fleet for your agency
- > Keep your employees in safer vehicles with the latest technology
- > Keeping the vehicles on the road performing the intended job
- > Save on fuel expenses- new vehicles get better gas mileage
- > Spend thousands less per month on service and maintenance
- ➤ Communication is HUGE

We are proactive, not reactive

Communicate current and changing market information

Personally visit our clients regularly—face to face

We are a hands-on organization

We are solution driven

➤ You are not alone any longer -

Your agency can receive Professional recommendations and guidance

Let D&M Leasing go to work for you!





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SUMMER SESSION 2024

PURCHASING LAWS - 101 FOR CITIES



SPEAKERS:

Diane Palmer-Boeck Kellie Pendleton

PROCURMENT LAWS 101

Diane Palmer-Boeck, CPPO,PPMC



1

Statutory Authority and Regulation

Texas Local Government Codes

- 252 Purchasing and Contracting Authority of Municipalities
- 271 Purchasing and Contracting Authority of Municipalities, Counties and Certain Other Local Governments
 - Subchapter B Cities are not included

Texas Government Codes

- 2253 Public Work Performance and Payment Bonds
- 2254 Professional and Consulting Services
- 2269 Contracting and Delivery Procedures for Construction Projects
- Gov't Code 791 Interlocal Cooperation Contracts
- Gov't Code 2161 Historically Underutilized Businesses

Home Rule City – Charter Controls

BASIC REQUIREMENTS



LGC 252.0215 – A municipality, in making an expenditure of more than \$3000 but less than \$50,000, shall contact at least two historically underutilized business on a rotating basis....



LGC 252.021 – Before a municipality may enter into a contract that requires an expenditure of more than \$50,000 from one or more municipal funds, the municipality must: comply with the procedure for competitive sealed bidding or proposals or use the reverse auction procedure

3

3

Criminal Penalties

Sec. 252.062. CRIMINAL PENALTIES. (a) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Section 252.021. An offense under this subsection is a Class B misdemeanor.



(b) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates Section 252.021, other than by conduct described by Subsection (a). An offense under this subsection is a Class B misdemeanor.



(c) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates this chapter, other than by conduct described by Subsection (a) or (b). An offense under this subsection is a Class C misdemeanor.

4

Definitions

- Responsive meets all of the bidding requirements as stated in the bid documents
- **Responsible** a prospective bidder must affirmatively demonstrate their responsibility. The City may request information sufficient to determine bidder's ability to meet the required standards including but not limited to:
 - Have adequate financial resources, or the ability to obtain such resources as required
 - Be able to comply with the required or proposed delivery schedule
 - Have satisfactory record of performance
 - Have a satisfactory record of integrity and ethics
 - · Otherwise qualified and eligible to receive an award
- Non-responsibility is a legislative action requiring City approval over \$50,000

5

General Exemptions

- Public Calamity
- Preserve or protect the public health or safety
- Unforeseen damage
- Personal, Professional, or Planning service
- Work Paid for by the Day
- · Purchase of Land or Right of Way
- Sole Source
- Rare books, papers, etc
- Paving Drainage, street widening and other public improvements when 1/3 of the cost is paid by or through special assessments levied on the property
- Public Improvement process already in progress, authorized by the voters when there is a deficiency is funds in completing the project as authorized by the voters
- Service performed by the blind or severely handicapped
- Personal property sold: by a state licensed auctioneer, going out of business sale, by a political subdivision of the sate or Fed Gov't
- Goods purchased for subsequent retail sale
- Electricity
- Advertising other than legal notices

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Sole Source

- Items that are available from only one source including:
 - Items that are available from only one source because of patents, copyrights, secret processes or natural monopolies
 - Films, manuscripts, or books
 - Gas, Water, Other Utility services (available from only 1 Source)
 - Captive replacement parts or components for equipment
 - Books, papers and other library materials available only from one source due to exclusive distribution rights
 - Management Services provided by a non-profit organization to a municipal museum, park, zoo or other facility which the organization has provided significant financial or other benefits

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Notice Requirement



Purchases \$50,000 or more require public notice in a newspaper published in the municipality.



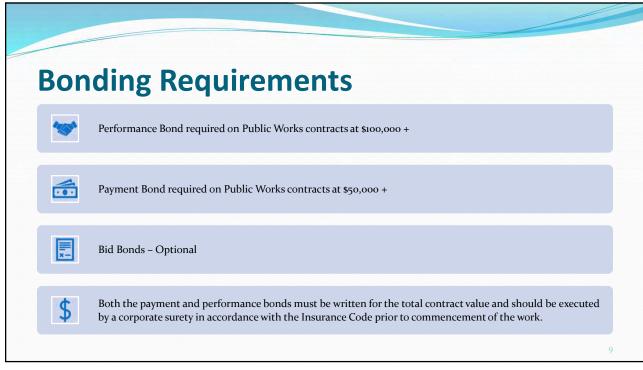
Must include the time and place at which the bids will be <u>publicly opened and read aloud</u>.



Must be published 15 days before the date set to open the bids.



The governing body of a city that is considering using a method other than competitive sealed bidding (e.g., competitive sealed proposals) must determine before notice is given the method of purchase that provides the best value for the city.



Prompt Payment of Invoices

- The Texas Prompt Payment Act, chapter 2251, regulates that payments due by the City must be mailed within 30 days after the latter of:
 - The date of the City's receipt of contracted goods
 - The date the performance of service under contract is completed
 - The date the City receives an invoice for the goods or services

Prompt Payment of Invoices

(Continued)

- The Texas Prompt Payment Act does not apply to a payment made by the City, only if:
 - There is a bona fide dispute between the City and a vendor, contractor, subcontractor or supplier about the goods delivered or the service performed that causes the payment to be late:
 - There is a bona fide dispute between a vendor and a subcontractor or between a subcontractor and it's supplier about the goods delivered or the service performed that causes the payment to be late;
 - The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with federal funds, or
 - The invoice is not mailed to the person to whom it is addressed in strict accordance with any instruction on the Purchase Order relating to the payment.

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Change Orders

Subject to legislative requirements:

- Necessary because of changes in plans or specs <u>after work has begun</u>, to increase or reduce the quantity of work to be performed or of materials, equipment or supplies to be furnished
- Change orders \$50,000 or more require governing body approval
- If a change order for a public works contract in a municipality of 300,000 or more involves an increase or decrease of \$100,00 or less, or a lesser amount provided by ordinance, the governing body may grant general authority to an administrative official to approve the change order
- Change orders may not increase the original contract amount by more than 25%.
- Change Orders may not decrease the contract more than 25% without the consent of the contractor

Procurement Methods

Request for Bids – RFB, Low Bid

- Requirements can be quantified in detailed specifications
- · Contract is awarded to the lowest bid from a responsive, and responsible bidder
- Consideration of Safety Record: When awarding a contract using traditional competitive bidding, the city may only consider a bidder's safety record in regards to the bidder's "responsiveness" if notice has been given that such a criterion is relevant. Specifically, the governing body must have adopted a written definition and criteria for assessing the bidder's safety record and must have given notice in the bid specifications that the safety record will be considered
- If the governing body of a city that is considering <u>using a method other than competitive sealed bidding</u> (e.g., competitive sealed proposals) must <u>determine before notice is given</u> the method of purchase that provides the best value for the city.
- Ref TML Texas Laws Made Easy

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Procurement Methods

(continued)

Best Value

- Solicitation states desired and required features/components and states evaluation criteria. No best and final offers or negotiation
- Contract is awarded based scoring the offers using the evaluation criteria. Per statute, the City may consider the following:
 - · The purchase price and /or Total long-term cost
 - Reputation of bidder and goods/services
 - Quality of goods/services
 - Extent in which the goods/services meets municipal needs
 - · Past relationship with municipality
 - Impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
 - Any other relevant criteria specifically included in the specifications

Procurement Methods

(continued)

Request for Proposal - RFP or Competitive Sealed Proposal - CSP

- RFP for professional services, CSP for other commodities/services
- Solicitation describes desired and required results and must state evaluation criteria.
- · City may request best and final offers and negotiate with proposer.
- Proposals are evaluated and scored by an evaluation team based on the criteria stated.
 - · The purchase price
 - · Reputation of bidder and goods/services
 - · Quality of goods/services
 - · Meets municipal needs
 - · Past relationship with municipality
 - · Total long-term cost
 - · Any other relevant criteria

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Procurement Methods

(continued)

- Request for Information RFI
 - A method of formal market research which may involve testing to develop department requirements. Is usually intended to result in an RFP or low bid solicitation.
- Request for Qualifications RFQ
 - The Professional Services Procurement Act states that a city may not use traditional competitive bidding procedures to obtain the services of <u>architects</u>, <u>engineers</u>, <u>certified</u> <u>public accountants</u>, <u>land surveyors</u>, <u>physicians</u>, <u>optometrists</u> or <u>state certified real estate</u> <u>appraisers</u>. If the professional services desired by the city do not fall under the Professional Services Procurement Act, they may generally be obtained with or without the use of competitive bidding, as the city desires.
 - HB 1281 Relating to historically underutilized businesses and to goods and services purchased by governmental entities; providing penalties. Adds "attorneys" to professional service list.
 WATCHING THIS ONE TO SEE IF THEY AMEND TO INCLUDE CITIES

H.B. 2581 – passed in 2021:

- (1) requires a the governing body of a governmental entity that considers a construction contract using a method other than competitive bidding to, among other things, publish in the request for qualifications a detailed methodology for scoring each criterion;
- (2) provides that:
 - (a) an offeror who submits a bid, proposal, or response to a request for qualifications for a construction contract under certain law may, after the contract is awarded, make a request in writing to the governmental entity to provide documents related to the evaluation of the offeror's submission; and (b) not later than the 30th day after the date a request is made, the governmental entity shall deliver to the offeror the documents relating to the evaluation of the submission including, if applicable, its ranking of the submission;

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- (3) provides that for "civil works projects," the weighted value assigned to price must be at least 50 percent of the total weighted value of all selection criteria; however, if the governing body of a governmental entity determines that assigning a lower weighted value to price is in the public interest, the governmental entity may assign to price a weighted value of not less than 36.9 percent of the total weighted value of all selection criteria; and
- (4) provides that when the competitive sealed proposal procurement method is used, the governmental entity shall make the evaluations, including any scores, public and provide them to all offerors not later than the seventh business day after the date the contract is awarded.

Alternate Delivery Methods – Construction Projects – Ch. 2269 GC, 252/271 LGC

- Competitive Bid or Best Value Bid
- Competitive Sealed Proposal Entity chooses and Architect of Engineer (RFQ) to prepare construction documents
- Construction Manager Agent Method
 - Entity contracts with a construction manager-agent to provide consultation
 or administrative services during the design and construction phase and to
 manage multiple contracts with various construction prime contractors. The
 CMA may not perform any portion of the actual design or construction of the
 project, with the exception of the general field conditions as provided by the
 contract

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Construction Manager at Risk (CMAR) Most Widely Used

- Entity contracts with an architect or engineer for design and construction phase services and contracts separately with a Construction Manager-at-Risk to serve as the general contractor and to provide consultation during the design and construction, rehabilitation, alteration, or repair of a facility.
 - 1 Step Process: Issue a Request for Proposals (RFP) / both qualifications and pricing are evaluated in one process.
 - 2 Step Process:
 - 1 Issue a Request for Qualifications (RFQ), which is identical to the RFP as described above, except that no cost or price information may be requested of offerors in the initial RFQ.
 - 2- selects a maximum of five offerors who responded to the RFQ to provide additional information. That information may include proposed fees and prices for the completion of the CMAR's general field conditions. The two-step CMAR process is similar to the two-step method for selecting a design-build firm

Alternate Delivery Methods – Construction Projects – Ch. 2269 GC, 252/271 LGC

- Design-Build
 - Entity contracts with a single entity to provide both design and construction services for the construction, rehabilitation, alteration, or repair of a facility.
 - Limitation on Civil Projects: Population >500,000 no more than 6 per fiscal year, Population > 100,000 no more than 4 per fiscal year, Population < 100,000 may not use Design-Build
 - The governmental entity shall select or designate an engineer who is independent of the design-build firm to act as its representative for the procurement process and for the duration of the work on the civil works project. The selected or designated engineer has full responsibility for complying with Chapter 1001, Occupations Code. If the engineer is not a full-time employee of the governmental entity, the governmental entity shall select the engineer on the basis of demonstrated competence and qualifications as provided by Section 2254.004
- Job Order Contracting
 - · Used for maintenance, repair, alteration, renovation, remediation, or minor construction of a facility
 - Recurring nature, delivery times, types and quantities are indefinite.
 - The base term of the job order contract may not exceed two years. The city may renew the contract annually for not more than three additional years.

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Professional/ Personal Services

- Professional Services which are mainly mental or intellectual rather than physical or manual. That is, professional services are those disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence
 - Cannot seek pricing if the contract is for the following services
 - Architects, Engineers, certified public accountants, land surveyors, physicians, optometrists or certified real estate appraisers. All other professional Services can be obtained utilizing the best methods for the service and entity.
- Personal Services performed personally by the individual.
 - · Pay for the labor (talent/skill) of the individual

Rejecting Bids

- State law provides that the governing body of the city may reject any and all bids.
- There is no provision that would allow the delegation of this decision to city staff.
- Certain entities delegate that staff will open the bids and provide a recommendation to the governing body on whether the bid is responsive to the bid request and whether it should be accepted as the lowest responsible bid.
- Responsibility is a Legislative action.
- Pitfalls: Pricing may be disclosed Vendor Community harmed, Vendor dissatisfaction/lack of future bids
- Waive as an Informality (Policy not Statute)

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BID AWARD

- Award the contract to the lowest responsible bidder or the bidder that provides the best value to the city Based on the bid submitted
 - A bid that has been opened may not be changed to correct minor errors in the bid price
- A bidder may withdraw their bid if they believe it contains a mistake that would cause great harm should the contract be enforced
- Confidential/Proprietary Information Bid/Proposal content is only released after award if NOT marked Confidential and Proprietary
 - Develop and Internal policy how c/p information will be handled

Cooperative Purchases

- Using State contracts or other agency contracts
 - Satisfies State law requiring Competitive bidding
 - May sign an interlocal agreement for using other agency contracts:
 - Designate a person to act under the direction of, and on behalf of, that local government in all matters relating to the program
 - Make payments to another participating local government or a local cooperative organization or directly to a vendor
 - Be responsible for a vendor's compliance with provisions relating to the quality of items and terms of delivery, to the extent allowed

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Historically Underutilized Business (HUB)

- All Purchases >3,000 <50,000
- Contact at least two on a rotating basis
- Based on information provided by the State Comptroller

https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp

Conflict of Interest requirements in Ch 176 of the TLGC

• A "local government officer" under Chapter 176 includes: (1) a mayor or city councilmember; (2) a director, superintendent, administrator, president, or any other person who is designated as the executive officer of the local government entity; and (3) an agent (including an employee) of the local government entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor

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Must File

- If the officer or officer's family member has an employment or other business relationship with a vendor that results in the officer or officer's family member receiving taxable income of more than \$2,500 in the preceding twelve months
- Accepts one or more gifts from a vendor with an aggregate value of more than \$100 in the preceding twelve months (A "gift" includes transportation, lodging, and entertainment, even as a guest.)
- An officer is required to file a statement if the officer has a family relationship with the vendor. 232
- There is at least one exception to the three situations set out above. A local government officer does not have to file a statement if the vendor is an administrative agency supervising the performance of an interlocal agreement

TML Laws Made Easy 2015

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Section 2252.908 is a governmental transparency law

(1) a city is prohibited from entering into a contract with a business entity unless the business entity submits a disclosure of interested parties (i.e., discloses a person who has a controlling interest in the business or who actively participates in facilitating the contract for the business) if the contract:

- (a) requires an action or vote by the city council before the contract may be signed; or
- (b) the contract has a value of at least \$1 million
- (c) the disclosure must be on a form prescribed by the Texas Ethics Commission; and
- (d) a city must, not later than 30 days after receiving a disclosure, submit a copy to the Texas Ethics Commission.
- No work can be performed and no contract executed until the 1295 has been filed and acknowledged.

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THE FOREGOING PRESENTATION WAS PRESENTED BY GOVERNMENT PROCUREMENT AND LEADERSHIP SOLUTIONS. THIS PRESENTATION IS INTENDED TO BE USED SOLELY FOR GENERAL INFORMATION PURPOSES AND IS NOT TO BE REGARDED AS LEGAL ADVICE. IF SPECIFIC LEGAL ADVICE IS SOUGHT, PLEASE CONSULT AN ATTORNEY

Your "GO TO" Reference Guide

Texas Municipal League LAWS MADE EASY!

 https://www.tml.org/DocumentCenter/View/2974/procurement-013122?bidId=

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SUMMER SESSION 2024

PURCHASING LAWS - 101 FOR COUNTIES



SPEAKERS:

Narita Holmes Carol Cooper

PURCHASING LAWS 101 FOR COUNTIES

Know the Basics of Purchasing

Narita K. Holmes MBA, CPA, CIA Carol Cooper, C.P.M., CPPO

N&C Consulting
Government Procurement & Compliance

1

Why Can't We Just Buy It?

- State law requires that public entities:
- have specific legal authority to make the purchase
- meet the requirements of specialized purchasing statutes
- 3. engage in competitive bidding
- meet certain budget and finance restrictions

What are the Laws I Need to Know?

There are entity specific statutes that provide basic purchasing requirements:

Cities: Local Government Code (LGC), Chapter 252

Counties: LGC, Chapter 262

School Districts: Education Code, Chapter 44 Higher Education: Education Code, Chapter 51

State Agencies: Government Code, Chapters 2155-

2158

Special Districts: District enabling statutes

3

Is That All There Is?

A number of other statutes also govern governmental purchasing. Some of these are included in the following sections of Texas law:

Local Government Code (LGC)

Government Code (GC)

Education Code (EdC)

Code of Criminal Procedures

Health and Safety Code

Human Resources Code

Business and Commerce Code

Transportation Code

Penal Code

Is That All There Is?

Finance Code
Occupation Code
Texas Administrative Code 110.110
Civil Practice and Remedies Code
Election Code
Insurance Code
Property Code

5

Is That All There Is?

You will also want to be familiar with the following laws:

LGC, Chapter 271—Purchasing and Contracting by Municipalities, Counties and Certain Other Local Governments

GC, Chapter 791—Interlocal Cooperation Act

GC, Chapter 2258—Prevailing Wage Rates

LGC, Chapter 140—Financial Provisions Affecting Local Governments

Is That All There Is?

LGC, Chapter 171 and 176-- Regulation of Conflicts of Interest

Code of Criminal Procedures, Art. 18.17-- Disposition of Abandoned or Unclaimed Property

Code of Criminal Procedures, Art. 59.06—Disposition of Forfeited Property

Human Resources Code, Chapter 122—Council on Purchasing from People with Disabilities

GC, Chapter 2251—Prompt Payment Act

GC, Chapter 2269—Construction Procurement

GC, Chapter 2267/2268 P3 Construction Method

7

Is That All There Is?

GC 2252, Subch. A—Nonresident Bidders

GC 2252, Subch. B—Interest on Retained Public Works Contract Payments

GC 2252, Subch. F – No Foreign Terrorists, Iran, Sudan

GC 2253—Public Work Performance and Payment Bonds

GC 2254—Subch. A—Professional and Consulting Services

GC 2270 & 808 Israel Preference

Worker's Compensation Agency, Rule 110.110— Requirements for Worker's Compensation Coverage

How Do I Find the New Legislation When the Next Session Starts?

If you have a bill number, you may do a bill search at https://capitol.texas.gov/.

Recent legislation that impacts our member entities is summarized at:

http://www.gpstraining.biz news/eventsScroll to Legislative Watch

9

What Are the Ways I May Legally Make Purchases?

For purchases under \$50,000 (under the legal bid limit) your specific law has provisions that guide you in the methods to use.

Your entity may develop entity specific purchasing policies and procedures that are used for these purchases in compliance with your laws.

The policies and procedures generally should be approved by your governing body

What Are the Ways I May Legally Make Purchases?

Following the specific law under which you make purchases, for bids exceeding the legal bid limit (\$50,000), you may use the following methods (not a complete list of methods):

Sealed Bids

Sealed Proposals (RFP, CSP)

Awarded Cooperative Contracts that were bid following state law

Various construction methods allowed under GC 2269

11

What Must I Consider When Using Bid or Proposal Methods?

- Which method is best for the type purchase you are making
- Keeping a level playing field for vendors—each provided the same information
- Specifications should not have bias toward any vendor
- Specifications govern what is desired and what may be considered in making award of contract
- HUB requirements

What Must I Consider when Using Bid or Proposal Methods?

- Consider payment or performance bond and insurance requirements
- Advertise according to your statute
- Open the sealed bids or proposals (paper and electronic) according to law
- Protect information contained in the submittals according to law
- Submit bids or proposals to the governing body for award according to law and local policy and procedures

13

Additional Considerations

- Requests for exemptions from bidding
- Requests for a vendor to be considered a sole source
- Protect your department from protests and violations of the laws
- Determine how to work best with your user departments, governing body, vendors and the public

Where Else May I Find Help?

- TxPPA offers a "memberconnect" where you may ask questions. All members are eligible to use the service.
 No question is a bad question. www.txppa.org
- Texas Education Agency Resource Guide www.tea.state.tx.us
- Texas Municipal Procurement Laws Made Easy
 https://www.tml.org/DocumentCenter/View/3999/procurement easy-FINAL-1112023

15

Where Else May I Find Help?

- National Institute of Governmental Purchasing (NIGP)
 https://nsite.nigp.org/home
 - --NSITE provides many resources
 - --Purchissues is a chat option
 - -- Must be a member to participate fully

THANK YOU

Narita Holmes, MBA, C.P.A., CIA naritaholmes@utexas.edu 432-349-0116

Carol Cooper, C.P.M., CPPO cacooper@tx.rr.com
214-202-5903





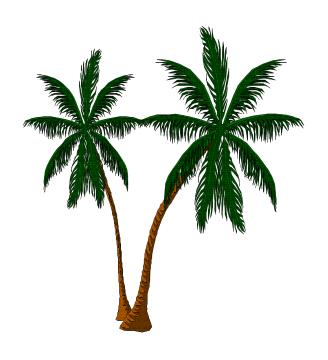


N&C Consulting
Government Procurement & Compliance



SUMMER SESSION 2024

PURCHASING METHODS FOR CONSTRUCTION PROJECTS



SPEAKERS:

Andy Carey Lee Perry



PURCHASING METHODS FOR CONSTRUCTION PROJECTS

1

1



TRAVISCOUNTY PURCHASING OFFICE

- J. Lee Perry, Procurement Specialist IV (20 years)
- J. Andy Carey, Lead Procurement Officer (8 years)

JUNE 26-28, 2024

AGENDA

- Introduction
- Construction Procurement
- Invitation For Bids (IFB)
- Competitive Sealed Proposals
- JOC of all trades
- Head to the Beach!
- Define procurement
- · Define solicitation





3

CONSTRUCTION PROCUREMENTS

Why are construction projects important to be procured efficiently and within the agency, state and federal laws and/or statute(s)?

Example Growth: Travis County Population 2005: 891,266 2024: 1,342,372

Increase of 451,106 (Approx 33%)

IFB, What is it? CSP, What is it?





SOLICITATION TYPES EXPLAINED



INVITATION FOR BID

"LOWEST RESPONSIBLE BIDDER"

- *2269.055 and 2269.101
- *Non-Negotiated Solicitation
- *Selection based on price (Only?)
- *Non-scored evaluation
- *Quickest formal solicitation





COMPETITIVE SEALED PROPOSAL "BEST VALUE RESPONDENT"

*2269.155

- *Negotiated Solicitation
- *Identify evaluation team, set scoring weights and have team sign a Non-Disclosure Form
- *Negotiations; Scope, time and [Price]





PURCHASING OFFICE

5

"JOC OF ALL TRADES"



JOC USAGE *FACILITY THAT IS A BUILDING

2269.402 a highway, road, street, bridge, utility, water supply project, water plant, wastewater plant, water and wastewater distribution or conveyance facility, wharf, dock, airport runway or taxiway, drainage project, or related type of project associated with civil engineering construction; or a building or structure that is incidental to a project that is primarily a civil engineering construction project.





BASED ON PRE-PRICED ITEMS

Sec. 2269.410. JOB ORDERS. (a) An order for a job or project under a job order contract must be signed by the governmental entity's representative and the contractor.

- (b) The order may be:
- (1) a fixed price, lump-sum contract based substantially on contractual unit pricing applied to estimated quantities; or
- (2) a unit price order based on the quantities and line items delivered.

TRAVISCOUNTY PURCHASING OFFICE







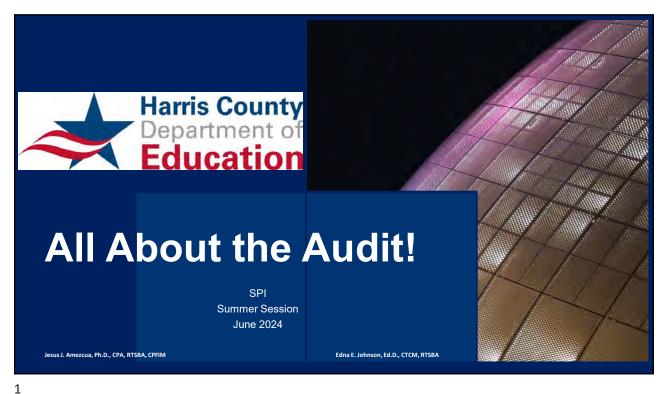
SUMMER SESSION 2024

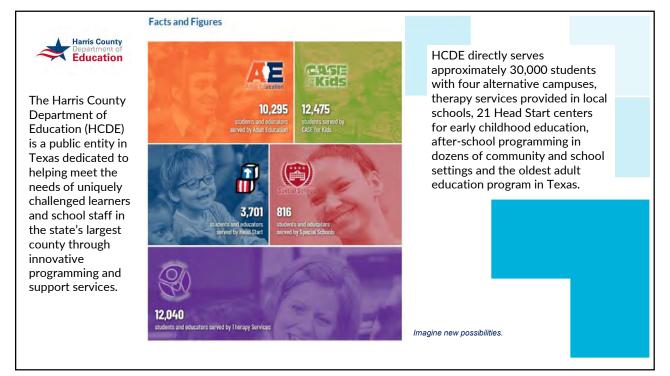
WHAT TO EXPECT FROM EXTERNAL AUDITORS - TO INCLUDE ARPA



SPEAKER:

Jesus Amezcua







Facilitator





Jesus Amezcua, Ph.D., CPA, RTSBA, CPFIM (Assistant Superintendent)

jamezcua@hcde-texas.org

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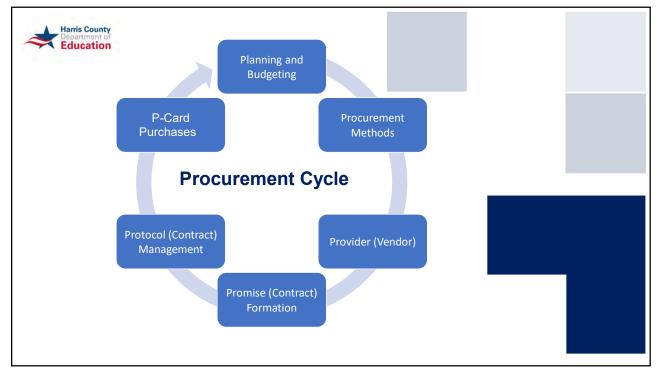


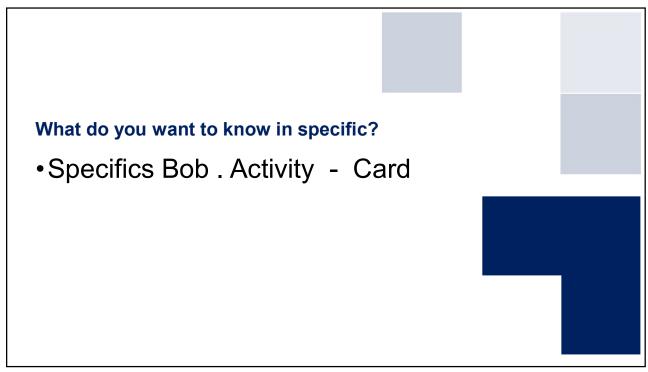
Learning Objectives:

Many of us have heard of the Six P's of project management - <u>Proper Planning</u> and <u>Preparation Prevents Poor Performance</u>. Participants of this session will learn of the best practices implemented in HCDE's Procurement Services division to enhance <u>contract management</u> efficiency through the <u>Six P's of the Procurement Cycle</u>:

- Planning (Budgets and Needs Assessments)
- Procurement Methods (TEC §44.031; GC §2254; and GC §2269)
- Providers (Vendor/Supplier)
- Promise (Contract Award)
- Protocol (Contract Management)
- Purchasing goods/services (P-Cards)
- You will learn what needs to be in the file.
 BEFORE the audit begins.







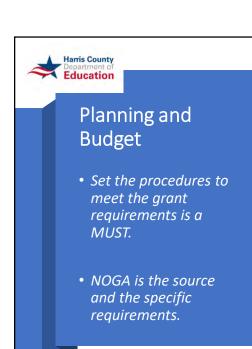
P-Card Purchases

Procurement Methods

Protocol (Contract) Management

Promise (Contract) Formation

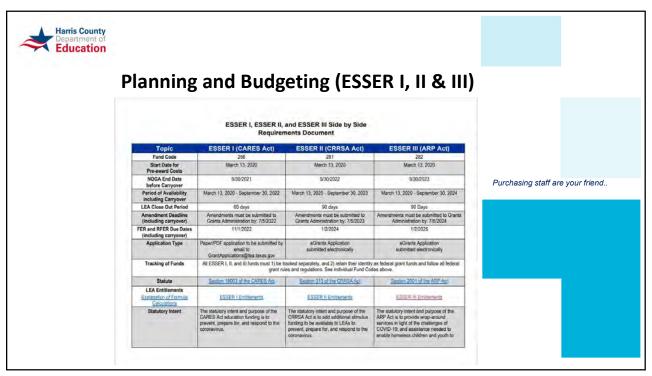
Promise (Contract) Formation

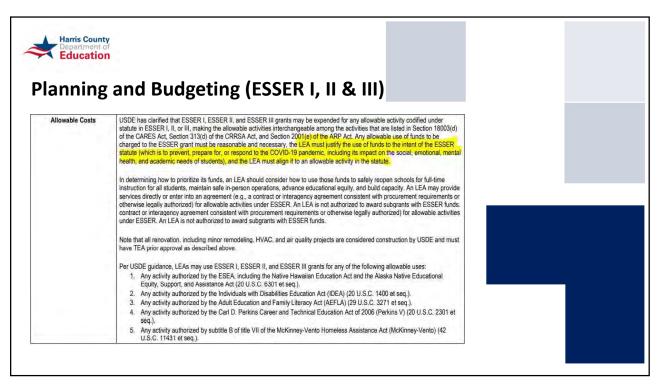




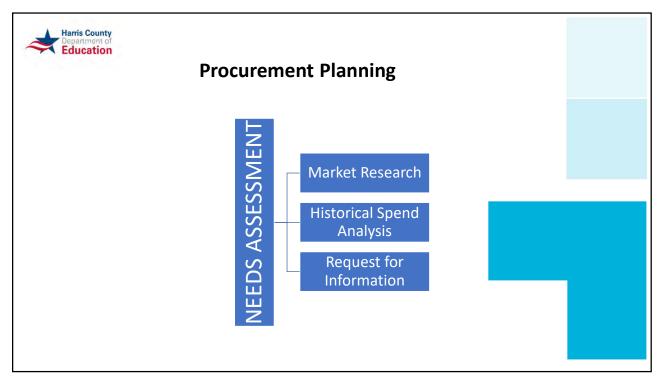
SO, you will be audited based on those requirements!

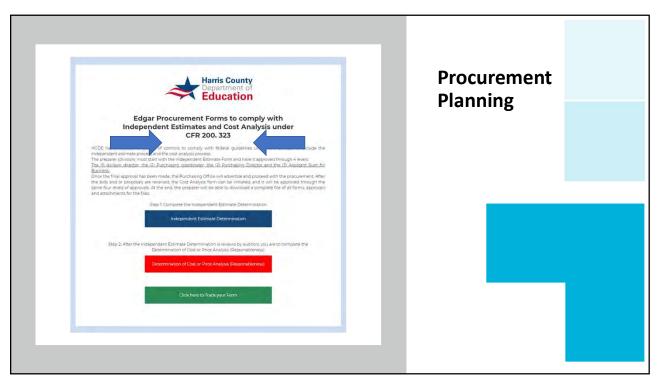
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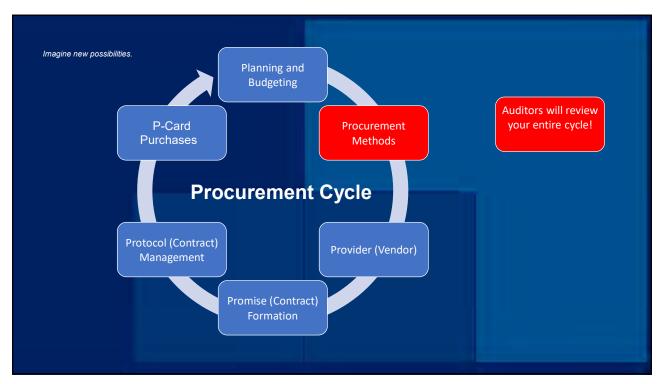


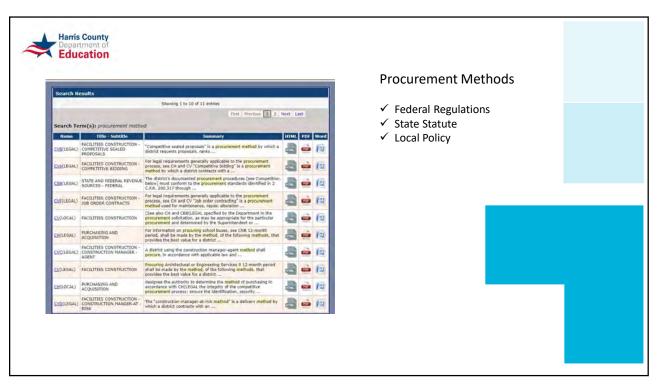


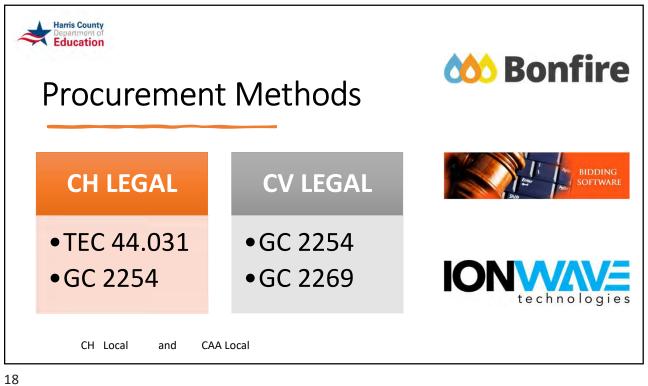


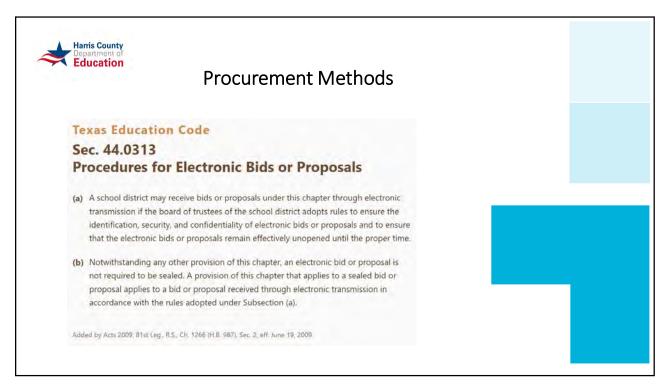


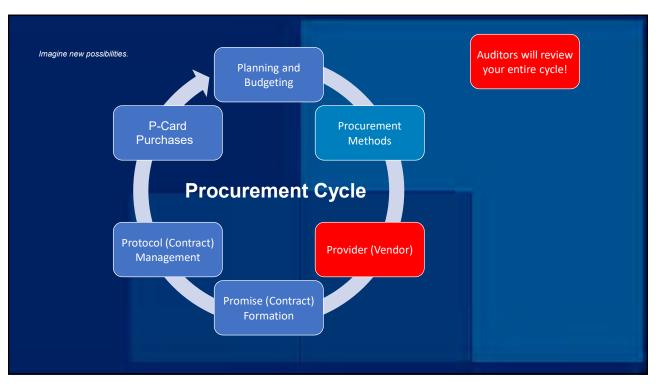
Procurement Planning	Education Department General Administrative Regulations (EDGAR) and Other Applicable Grant Regulations, 2 CFR Part 200	
Harris Courty Department of Espacision CETERMANATION OF COST OR PRICE ANALYSIS (REASONABLENESS) Department of the Courty Department of Espacision CETERMANATION OF COST OR PRICE ANALYSIS (REASONABLENESS) Paging A fined extraction with a minimization of an elevation of the service and the Section of the Courty of the Cou	1. This appointure is laining marks under one or more of the following places those that copyly and distable appointing temperatures and the company of the	CESTMENTON Tariffy the distribution provided does it that and commit is the local of my recordings and local. I further untilly that I had been considered from the construction of the c
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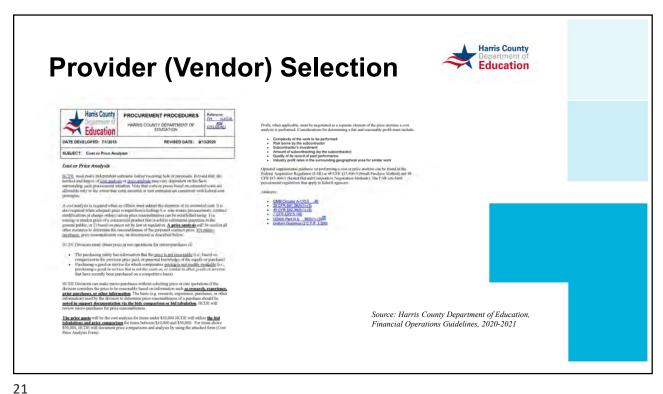


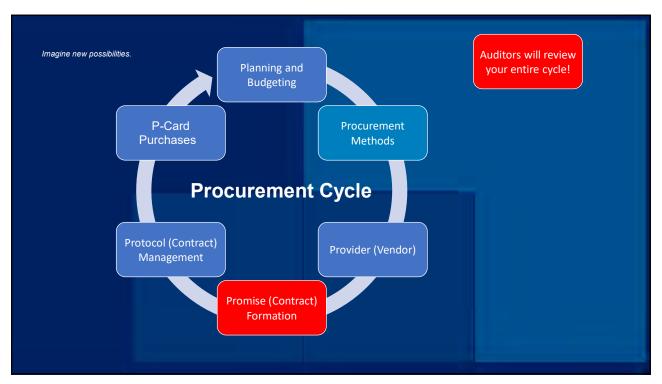














What is Contract Formation?

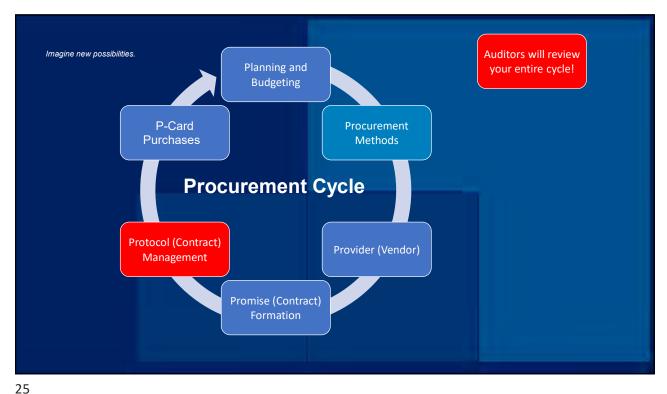
The legal formation of a contract generally requires an offer, acceptance, consideration, and a mutual intent to be bound. Each party must have the capacity to enter into the contract and the parties must have a "meeting of the minds."





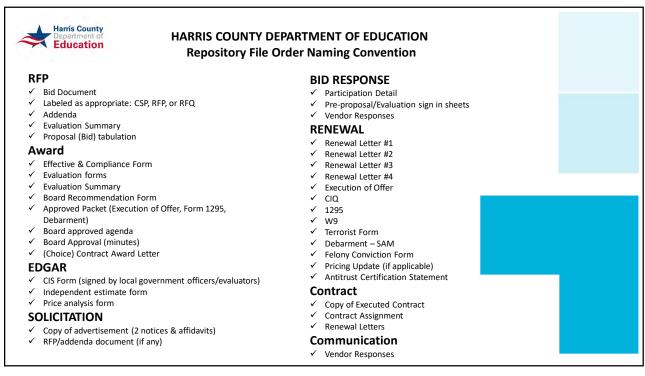
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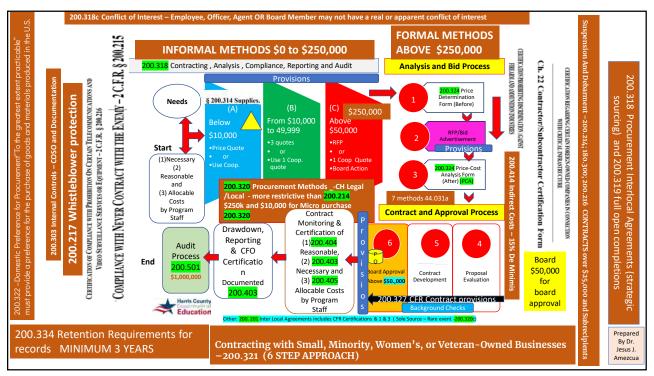
HARRIS COUNTY DEPARTMENT OF EDUCATION THE PBC LIST?

"Prepared By Client"

Provide narrative for each process:

- 1. Procurement
- 2. Accounts Payable
- 3. Personnel
- 4. Payroll
- 5. Revenues and Receivables
- 6. P Cards
- 7. Wires
- 8. Other

29





HARRIS COUNTY DEPARTMENT OF EDUCATION THE PBC LIST?

"Prepared By Client"

What should be in the file in specific?

- 1. Support for Procurement Method 44.031
- 2. RFP File 44.031
- 3. Advertising (2 weeks) 44.031
- 4. Debarment -200.
- 5. Tabulation
- 6. Evaluation
- 7. Independent Estimate 200.
- 8. Cost Analysis 200.
- 9. Disclosures if any for CIS or CIQ 176.
- 10. Approval by Internal Committee Agenda Item Memo Local
- 11. Approval By Board Agenda Item Support CH Local
- 12. PO Issued Prior to the Invoice Procurement
- 13. Check or ACH Support and Approvals Actg

31

· Auditors will request a list of expenditures and select a sample. Check No Check Check Account Code Payee Information Description Date Ref Date Charged PROCUREMENT 25. Describe how the Board documents cost reasonableness for micro purchases? Micro purchases are set at \$10,000 as allowed by the CFR 200. Each grant program monitors all purchases and required to be reviewed by a program director and reviewed for reasonableness in accordance with the 2 CFR 200. Dr. Jesus Amezcua, CPA, RTSBA, CPFIM, HCDE Assistant Supt for Busin Please fill in your responses in BLUE font. TWC Monitor will review the changes and schedule a meeting with Board if necessary. 26. What document is retained to support small purchase procurements? Virtia obtained in steaming to support small purchase procurements? HCDE has the following procurement policies which are more restrictive than the requirements of the 2 CFR 200. Items under \$10,000 require one quote – preferably from a purchasing cooperative. Purchase items from \$10,000 to \$50,000 require three written quotes or one from a procurement cooperative. Items above \$50,000 require formal procurement under Chapter 44,031 of the Education Code. We meet BOARD (FYI Board = HCDE Board) the state requirements with the aim that we will meet federal standards at a lot threshold.

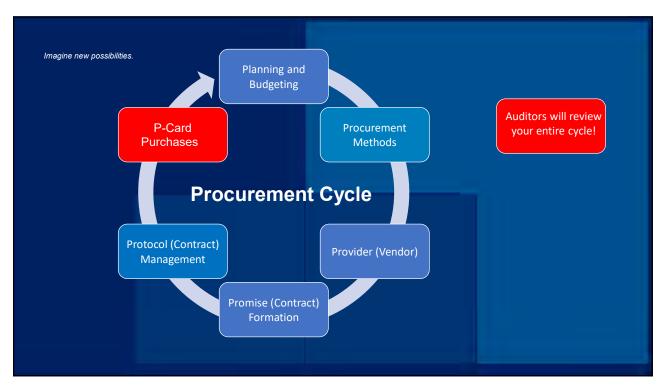
Other Internal Control Questionnaires include Governance, Property, Cash, Accounts Payable, Procurement, Billing, Reconciliations, Personnel, Budgeting, Financial Close and Reporting, Subcontractors, Accounting, Accounting and Information Systems.

	Does the organization have internal controls over procureme	ent processes for the following areas:
	i. Utilization of purchase requests and purchase orders	purchase requests and purchase orders are completed for all purchases made
	ii. Purchases are coded according to the Chart of Accounts	purchase requests and purchase orders include coding that reflects the chart of accounts and coded to HGAC grants
	iii. Purchases are allowable and appropriate	purchases are reviewed for allowability and appropriateness prior to being made and submitted for reimbursement
	iv. Appropriate review and approval of purchase requests	systematic workflow for approvals according to the DOA
	v. Appropriate review and approval of purchase orders	systematic workflow for approvals according to the DOA
	vi. Use of approved vendors only	maintained approved vendors list
	vii. Appropriate and accurate receipt of goods	signed and approved acknowledgments of the receipt of goods
	viii. Use of appropriate purchasing method	competitive and non-competitive procurement requirements
	ix. Monitoring contracted activities	evaluating contract compliance, conducting contract evaluations

Texas Workforce Commission's Financial Monitoring Guide (TWC FMG) Chapter 2.1

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HARRIS COUNTY DEPARTMENT OF EDUCATION THE PBC LIST?

"Prepared By Client"

Provide narrative for each process:

- 1. P Cards
- 2. List of expenses
- 3. List of P-Cards
- 4. List of reviewers



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Conclusion: If you compare the transaction count graphics below, we arrive at the conclusion that some commodities were affected by the pandemic, however, the P-Card transactions and expenditures remained consistent.







P Card Review with Business Office

Important reminders and tips to stay in compliance

June 7, 2023

If you have a question, contact the <a href="mailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lmailto:lm

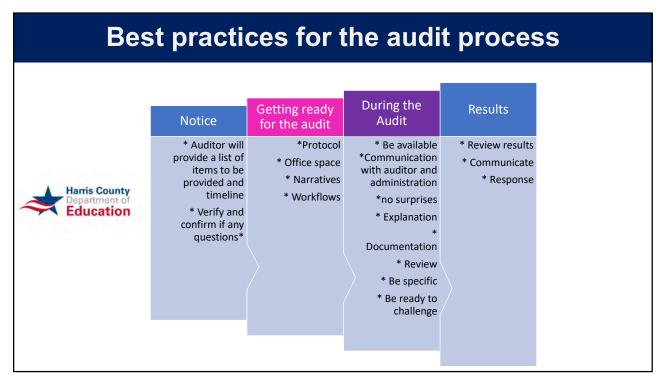
39

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Questions

- 1. When do I get ready for the audit?
- 2. What are narratives and workflows?
- 3. What is the timeline and audit notice?
- 4. What are the standards and client provider list? The
- 5. Who needs to know that you are being audited?
- 6. Who should be included in the entrance and exit meetings?
- 7. What is the protocol to contact?
- 8. What type of auditors are conducting review?
- 9. Should you include your internal auditor?
- 10. How do you respond to an observation and a finding?





For additional information or training, contact:

HCDE PLUS —Planning Leadership and Unmodified Systems — a member of HCDE Texas Cooperative Programs Alliance - TCPA

Jesus J. Amezcua, PhD., CPA. RTSBA , CPFIM

Assistant Supt for Business

6300 Irvington Boulevard

Houston, Texas 77022

713-696-1371 or 956-324-9827

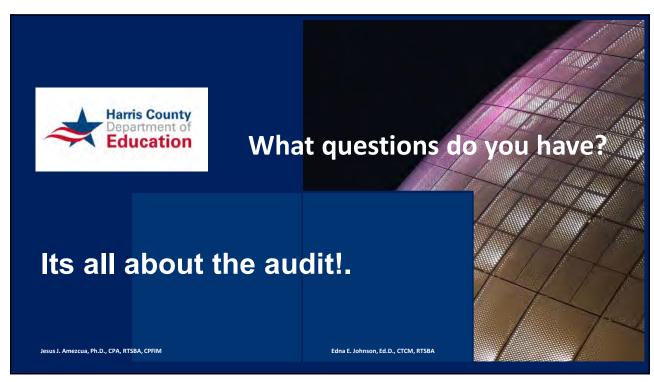
jamezcua@hcde-texas.org



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HCDE PLUS - member of TCPA

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SUMMER SESSION 2024

E-PURCHASING WITH ARTIFICIAL INTELLIGENCE



SPEAKER:

Dan Elliott

ISM Summer Session

Demystifying Al in Public Sector Procurement

DAN ELLIOT
Senior Account Executive
Euna Procurement



EUNA

Agenda

Why procurement teams are hesitant about Al

Ways Al can help increase bid competition through better supplier outreach

How Al drives cost savings while staying compliant

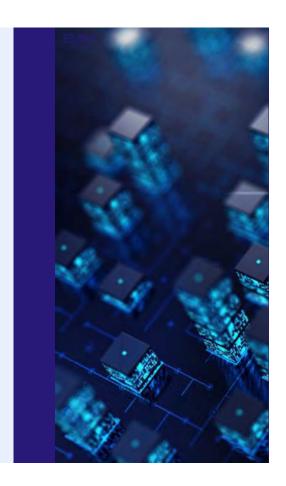
How Al can help you use data and benchmarks for better decision-making

THOUGHT STARTER

What is your biggest hesitation to using AI?

- o Potential for false information or mistakes
- o Security risks
- o Big learning curve, worried about adoption
- Nervous about new policies and regulations
- Threat to jobs
- Other



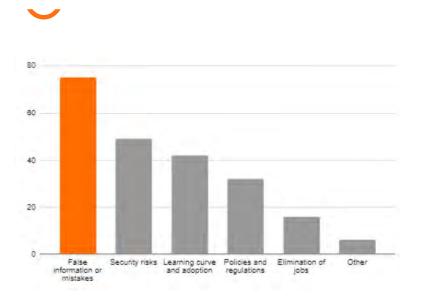


Your Hesitations About AI are Valid





Biggest Concerns Procurement Team Have with Al





Potential for False Information or Mistakes...



Anyone can create a website and publish information.

Al can pull from reputable sites, but also pull from misinformation.

Al output could perpetuate false information without human intervention.





Security Risks Involved with Al

Top uses of generative AI by threat actors



"State of Security 2024: The Race to Harness Ai." Splunk, www.splunk.com/en_us/form/state-of-security.html. Accessed 13 June 2024.





The Learning Curve and Adoption of Al



Tech Adoption

Training and Resources



Policies and Regulations

The CISA created a roadmap to AI security for governments

Public sector leaders are concerned about keeping up with demanding regulations

GovAl Coalition aims to solve this problem. Its main goals are to:

- · Promote government agencies to use AI
- Practice using AI in responsible and trustworthy ways
- · Give guidance to agencies making the switch

Check out CISA's step-by-step guide to govern and use Al.





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Euna Solutions

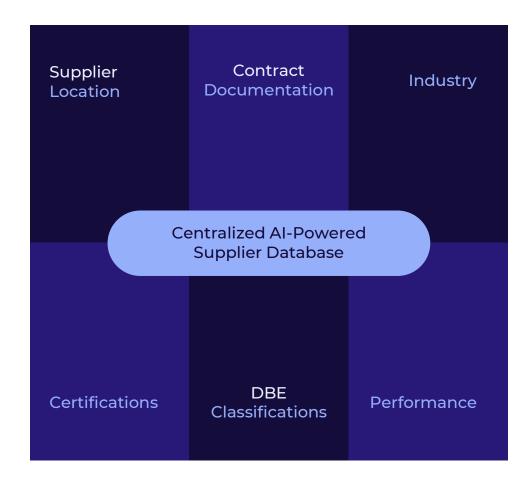
Low risk, high impact ways to leverage AI for positive outcomes



More Bid Competition



Find the most relevant, qualified suppliers



Easier Supplier Evaluation and Communication



Auto-identify relevant suppliers

Categorize your supplier options

Centralize supplier information

Open lines of communication to your suppliers

Find supplier information from presolicitation research to contract renewal



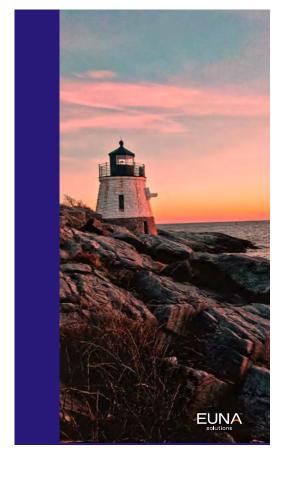
Support DBEs and Local Suppliers Reach MWBEs and others classified as DBEs easily

Al allows you to easily identify relevant DBE suppliers that don't have the same reach as the big suppliers

A win-win for the agency, suppliers, and community



Save Money, Stay Compliant





Cost Savings Throughout the Entire Source-to-Pay Process



Sourcing

Higher bid competition

Better price comparisons

Not just best price, but best value

Price savings across more than just a product – but product delivery, installation, etc.



Purchasing

Pre-approved suppliers in one centralized location

Automated price comparisons and cart optimization

3-bids-and-a-buy made easier

Eliminate the grunt work of visiting each supplier site



Within the first six months of using Al for purchasing activities, **El Paso ISD saved \$44,000,** enough money to cover the cost of the technology and allocate additional funds throughout their institution.



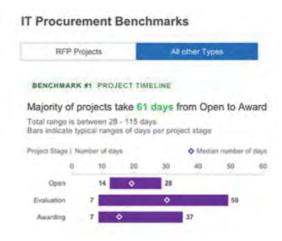


Data-Informed Decision-Making



Al gives insights based on anonymized data from other organizations









How to Use Benchmarks to Improve Project Structure



- Reference Successful Projects
 - Set Realistic Requirements

Streamline Evaluation





Trustworthy AI
Supports
Agency Growth

Al is not replacing the human element of procurement

There's still a great need for human involvement, but the type of involvement is shifting

Despite news headlines about private corporations facing Al challenges, the public sector has a unique stance

Al—in its most trustworthy sense—removes tedious work

Public sector employees can refocus on the valuable, community-impacting decisions



THOUGHT STARTER

What potential benefit are you most open to exploring?

- o Increased supplier reach
- Maximized cost savings
- Data-driven decision making
- o Other





State of Public Procurement 2024

Be the First to See this Year's Industry Benchmarks.

Gain insights into current trends, new challenges, and actionable insights for public procurement professionals.

Pre-Register for Your Copy





Get in touch.

DAN ELLIOT

Senior Account Executive Euna Procurement dan.elliot@eunasolutions.com







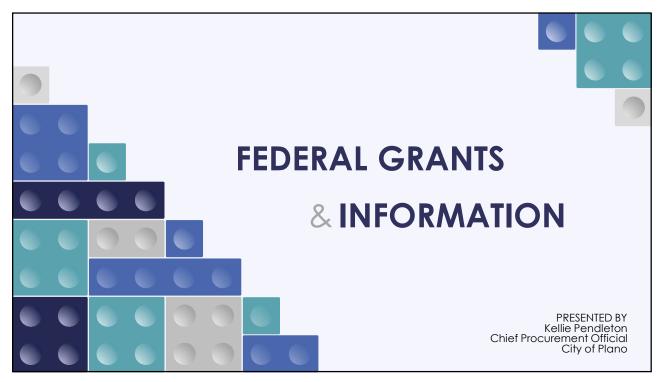
SUMMER SESSION 2024

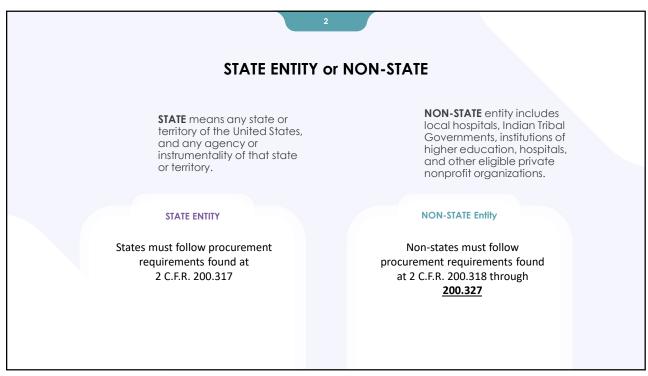
PURCHASING REQUIREMENTS/GUIDELINES - FEDERALLY FUNDED GRANTS



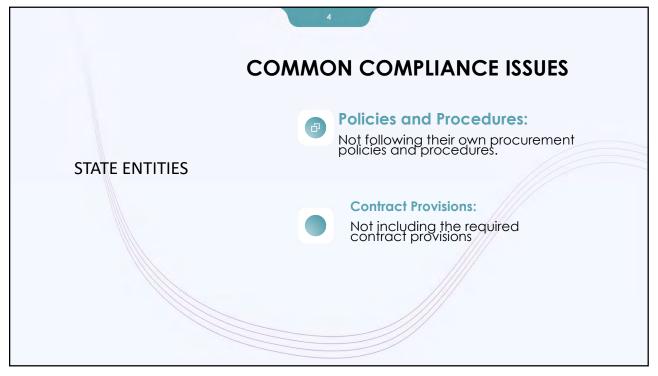
SPEAKER:

Kellie Pendleton





200.317 Procurements By States 200.318 General Procurement Standards Non-State 200.319 Competition Non-State 200.320 Methods of Procurement to be followed Non-State 200.321 Contracting with SMWBE businesses Both 200.322 Domestic preferences for procurements Both 200.323 Procurement of Recovered Materials Both 200.324 Contract cost and price Non-State 200.325 Federal awarding agency or pass-through entity review Non-State 200.326 Bonding requirements Non-State		Title	State, Non- State, or Both
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200.326 Bonding requirements Non-State	200.324	Contract cost and price	Non-State
	200.325	Federal awarding agency or pass-through entity review	Non-State
200 227 Control manifolds	200.326	Bonding requirements	Non-State
200.327 Contract provisions Both	200.327	Contract provisions	Both



NON-STATE ENTITIES

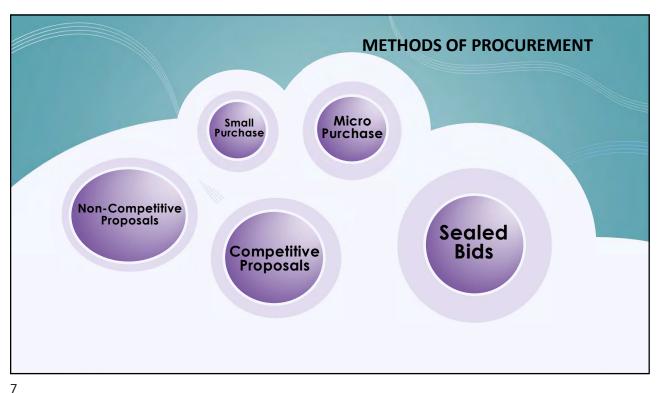
COMMON COMPLIANCE ISSUES

- Using Time & Materials (T&M) contracts without a ceiling price (200.318(j)(1));
- Awarding to suspended or debarred contractors (200.318(h), 200.214)
- Awarding to contractors that drafted solicitation documents (200.319(b));
- Using geographic preferences in the evaluation of bids and proposals (200.319(c));
- Awarding sole-source contracts without ensuring the noncompetitive procurement method is appropriately followed (200.320(c));
- Using pre-awarded/pre-disaster contracts for supplies or services that are out of the contract scope;
- Entering into Cost-Plus-Percentage of Cost (CPPC) contract types. These contract types are prohibited (200.324(d));
- Improper "piggybacking" of other entities' contracts (cooperative contract is not compliant with Federal requirements);
- Required Contract Clauses (200.327)

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HOUSEKEEPING

- Non-State Applicants (Tribal and local governments and PNPs) must use their own <u>documented</u> procurement procedures that <u>reflect applicable State</u>, <u>Territorial</u>, <u>Tribal</u>, and local government laws and regulations, provided that the <u>procurements conform to applicable Federal law and standards</u>
- Documentation for your files
 - Documenting WHY a particular method was chosen
 - Selection of Contract Type
 - Independent Cost Estimate (ICE)
 - Price/Cost Analysis, as required by dollar threshold
 - Contractor Selection/Rejection documentation



FULL & OPEN COMPETITION REQUIRED (200.319)

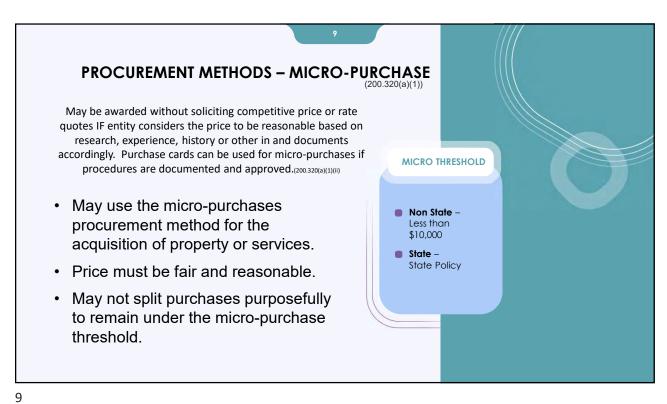
Full & Open Competition

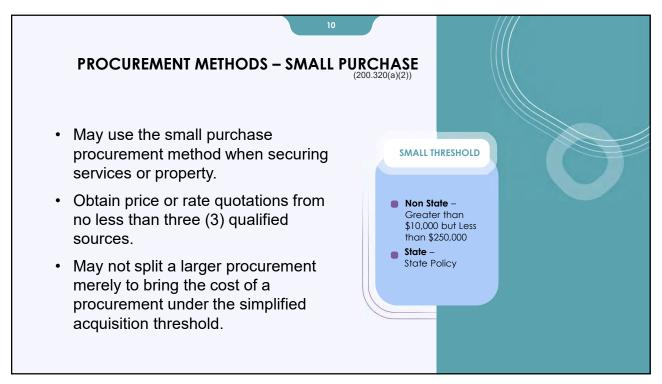
Opportunities are publicly solicited and all responsible interested sources are permitted to compete

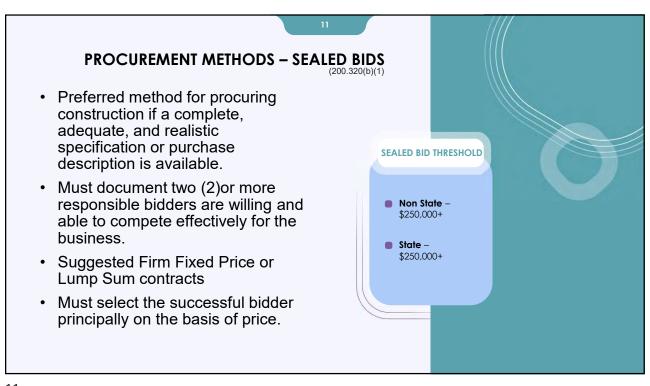
*Contractors that develop or draft specs, requirements, etc. must be excluded from competing in such procurements.

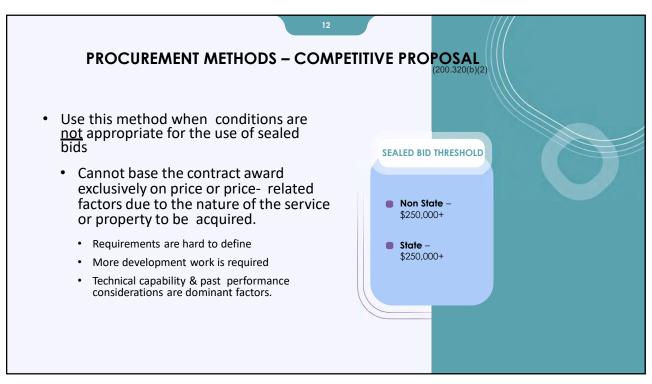
Restricting Competition

- · Excessive qualifications
- Unnecessary experience
- · Unnecessary bonding
- · Retainer contracts
- · Preferences i.e., state, local, etc.
- · Conflicts of interest
- Brand Name without allowing an "equal"









PROCUREMENT METHODS – REQUEST FOR QUALIFICATIONS

ONLY for Architectural and
Engineering Services

Based on vendor qualifications
(price is not a factor during the selection process)

Profit is negotiated as a separate element of the price

SEALED BID THRESHOLD

Non State –
\$250,000+

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NON-COMPETITIVE PROCUREMENT (200.320(c))

- 1. The purchase does not exceed the micro-threshold;
- 2. The item is only available from a single source;
- 3. The public <u>exigency or emergency</u> for the requirement will not permit a delay resulting from competitive solicitation;
 - **–Exigency**: The need to avoid, prevent, or alleviate serious harm or injury, financial or otherwise, to the non-state entity, and the use of competitive procurement proposals would prevent the urgent action required to address the situation.
 - **–Emergency**: A threat to life, public health or safety, or improved property requires immediate action to alleviate the threat.

Emergency conditions are normally short lived, while exigent circumstances can exist for weeks or months

NON-COMPETITIVE PROCUREMENT(200.320(c))

- 4. Awarding Agency or the Recipient expressly authorizes a noncompetitive proposal in response to a written request from the Applicant; or
- 5. After solicitation of a number of sources, competition is determined inadequate

Keep in Mind:

Profit is negotiated as a separate element of the price (200.324(b))

If the procurement exceeds the SAT, it may be reviewed by Federal Agency (200.325(b)(2))

Must still meet General Procurement Standards 200.318 (Check SAM, Award to responsible vendor, no conflicts of interest, etc.)

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COOPERATIVE PURCHASING (200.318(e))

- Generally allowable. Purchasers are cautioned to always check with the specific federal granting agency for information and guidance for the use of cooperative purchasing.
- Purchasing Cooperatives do not relieve the Entity of Federal procurement requirements. Entity should complete their own compliance review of the cooperative/interlocal contract.
- · Missing required contractual clauses?
 - Consider using an additional agreement, if allowed, to address the specific contractual requirements

AFFIRMATIVE STEPS_(200,321)

State and Non-State

(a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

What is a labor surplus area?

A Labor Surplus Area (LSA) is a civil jurisdiction (city greater than 25,000 or a county) that has a civilian average annual unemployment rate during the previous two calendar years of 20% or more above the average annual civilian unemployment rate for all states (including Puerto Rico) during the same 24-month reference period.

List for FY2024

US Dept. of Labor Labor Surplus Area Information

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AFFIRMATIVE STEPS(200.321(b))

State and Non-State

- (b)Affirmative steps must include:
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

DOMESTIC PREFERENCES (200,322)

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

Make sure this is a part of your contract clauses.

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PROCUREMENT OF RECOVERED MATERIALS (200.323)

Non-Federal Entity that is a state agency or an agency of a political subdivision of a state, and the entity's contractors must comply with Section 6002 of the Solid Waste Disposal act. Applicable entity's must include a contract provision requiring compliance with this requirement.

Applies to all procurements over \$10,000 made by a state agency or agency of a political subdivision of a state and its contractors.

What does it mean for the contractor:

- Procuring only items designated in EPA guidelines that contain the highest practical percentage of recovered materials consistent with maintaining competition
- Procuring solid waste management services in a way that maximizes energy and resource recovery
- Establishing an <u>affirmative procurement program</u> for procurement of recovered materials identified in the EPA guidelines.

COST OR PRICE ANALYSIS (200.324)

- Cost or Price analysis is required if your procurement is over \$250,000 (this includes contract modifications). Goal is to determine if the price is fair & reasonable. Must make independent estimates before receiving bids or proposals.
 - · Price Analysis Less complex, examines proposed price as a whole (such as the price of a car)
 - Cost Analysis More complex, examines each separate cost elements (cost of the engine, battery, wheels, tires, profit, etc.). A cost analysis should be conducted when:
 - · Where price analysis by itself does not ensure price reasonableness
 - · Procuring professional, consulting or A/E services.
- Profit must be negotiated as a separate element of price for contracts with no price competition and in all cases where a cost analysis is performed.

For determining fair and reasonable profit consider: complexity of work to be performed, risk borne by the contractor, contractor's investment, amount of subcontracting, industry profit rates, etc.

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BONDING REQUIREMENTS (200.326)

Required when:

- Construction or facility improvement contracts or subcontracts exceeding \$250,000.
- Must not unduly restrict competition (200.319(b)(2))

There must be:

- A bid guarantee from each bidder equal to 5% of the bid price. Must consist of a bid bond, certified check or other negotiable instrument.
- A performance bond from the awarded contractor for 100% of the contract price.
- A payment bond from the awarded contractor for 100% of the contract price.

CONTRACT TYPES (200.324)

ALLOWABLE:

- Fixed-Price
- Cost-reimbursement
- Time and Materials with a ceiling price, and determination that no other contract type is suitable

PROBLEMATIC:

- Cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.
- Keep in mind if you have a lump sum contract that includes both eligible and non-eligible work, reimbursement may be an issue.

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CONTRACT PROVISIONS (200,327) Provision (Appendix II Section) Applicability Provision (Appendix II Section) Sample Contract Language Included Applicability 11 Procurement of Recovered Materials NFE is a state or political subdivision of a state. Work involves the use of 2 Termination for cause and No. It is based on NFE's procedures. materials and the contract is for Greater than \$10,000 more than \$10,000. Yes. Exact language from 41 C.F.R. § 60-1.4(b) included. Equal Employment Opportunity 12 Prohibition on Contracting for All FEMA declarations and awards Covered Telecommunications Equipment or Services issued on or after November 12, 2020. Yes, via reference to required language at 29 C.F.R. § 5.5(a). Davis-Bacon Act Construction work All FEMA declarations and awards issued on or after November 12, 2020. 13 Domestic Preferences for Construction work greater than \$2,000 5 Copeland "Anti-Kickback" Act 6 Contract Work Hours and Safety Standards Act Greater than \$100,000 + Yes. Exact language required from 29 C.F.R. § 5.5(b). **FEMA Contract Provisions Guide** 7 Rights to inventions made under a contract or agreement 8 Clean Air Act and federal Water Pollution Control Act Greater than \$150,000 9 Debarment and Suspension 10 Byrd Anti-Lobbying Amendment Greater than \$100,000; and Yes. Clause and certification. Certification required for all contracts greater than \$100,000

DOCUMENTATION TIPS

- Know your requirements before the period starts, if possible
- Start documenting early and thoroughly throughout the process
 - Rationale for the Method of Procurement, Selection of Contract Type,
 Selection of Contractor, Basis for contract price
- Maintain project files that contain all necessary backup information
- Reconcile to the general ledger to verify expenses are recorded properly.
 - Expenses may have been charged to the wrong cost center or requested reimbursement for an item never delivered.

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DOCUMENTATION DISASTER

- Pictures taken before repair or clean-up are highly recommended
 - Typically for disaster purchasing, but double check your grant instructions
- Recommended to retain your files for a minimum of five (5) years after the disaster has been officially closed for audit purposes. If your jurisdiction requires longer time then you must keep it at least that long.

Tips For Managing a Grant Program, Advice from the Trenches

- 1. Understand responsibilities/deadlines of the grant
- 2. Know requirements associated with the grant
- 3. Keep thorough and organized records
- 4. Maintain an inventory and status of all grants in your entity's portfolio
- 5. Communicate with all involved (think about documentation requirements and which departments will be responsible for sending in)

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HELPFUL TIPS/ RESOURCES

Techniques on how to accomplish the price analysis:

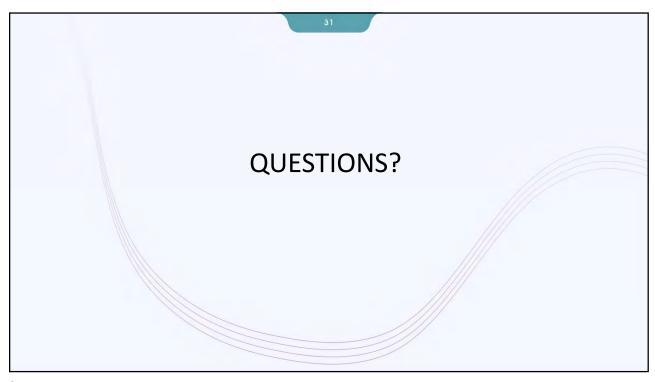
- 1. Comparing proposed prices received in response to a solicitation
- Comparing prior (historical) proposed prices and contract prices with current proposed prices for the same or similar goods or services
- 3. Comparing offers with competitively published catalog prices, published market prices or similar indices.
- 4. Comparing proposed prices with independently developed price estimates prepared by, or on behalf of the entity.
- 5. Comparing proposed prices with prices for the same or similar items obtained through market research.
- 6. Prices set by Law or Regulation

Tools for Price Analysis:

- 1. Competitor's Catalogs
- 2. Ads (make sure they are current)
- 3. Government Catalogs (Federal Supply Schedules)
- 4. Industrial Catalogs (National Mechanical Contractor Estimator)
- 5. Government Price Index









SUMMER SESSION 2024

INSURANCE REQUIREMENTS FOR PURCHASES

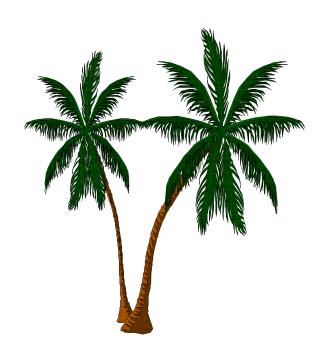


SPEAKER:

Joey Lopez



SUMMER SESSION 2024



SPEAKERS:



SUMMER SESSION 2024

THE HEART OF PURCHASING SPECIFICATIONS



SPEAKER:

Mark Rogers

T-9A The Heart of Purchasing Specifications

Mark J. Rogers, C.P.M. markjeffreyrogers@gmail.com

1

What are they?

Clear, thorough description of product or service

Why are they needed?

- Essential to competitive process
- Means of communication
- Necessary for evaluation

What should be included?

- Functions
- Features
- Dimensions
- Grade or Quality
- Color
- Warranty
- Means for testing
- Intended use

3

2

What types are most commonly used?

- "Or equal"
- Performance is ideal
- Qualified product list
- Brand name only / No substitutions
- Design or engineering
- Sample
- Federal Specification
- State of Texas
- Hybrid

4

Δ

"Or equal"

- Most common
- Include disclaimer
 Example: Brand and manufacturer names
 are used to establish quality and
 characteristics of merchandise required, and
 not to exclude other products of equal
 quality and characteristics.
- Never reference private label or store brand

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Performance is ideal

- Describes which functions must be performed
- Example: Copier must be capable of:
 - 180,000 copies per month
 - 70 copies per minute
 - reducing legal to letter
 - handling 16# to 32# paper
 - · handling plain paper transparencies
 - · Semi-automatic document feeding
 - Electronic copy accounting with at least 200 access codes
 - · Automatic duplexing
 - Feeding from multiple trays allowing as many as 1500 copies to be made without reloading

5

Qualified product list

- Only bids for tested/approved products are considered
- Prior to solicitation, test many products simultaneously
- Allows for prompt evaluation & award
- No further testing until specification or product changes
- Must allow other products to be considered prior to next round of solicitations
- Qualified products list does not encourage innovation

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Brand name only / No substitutions

- Limits competition to sellers of brand specified
- Must be justified

Design or engineering

• Details of construction, dimensions, chemical composition, physical properties, etc.

Sample

 Vendor is furnished or shown a sample of what is required

3

Federal Specification

State of Texas

Hybrid

• Includes elements of more than one type of specification

9

9

Who prepares?

- Staffing
- Expertise

.0

Minimum Specifications

- Compromise to get best value
- Example: user requires vehicle... We obtain specifications from three different manufacturers. One offers a 6900 lb GVWR, the second 6800 and the third, 6750. Do we have to have a 6900 lb GVWR to do the job? If not, we probably would set our minimum gross vehicle weight rating at 6750. We are not excluding anybody unnecessarily, nor are we "watering down" our specifications.
- Next, we discover that the engine displacements offered by the three manufacturers are 460 CID, 454 CID and 360 CID. The difference between the first and second offering is not very significant, but the third offering is substantially smaller than the first two. Will an engine displacing 360 CID be adequate? If not, we should specify a minimum cubic inch displacement of 454.

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Where can they be obtained?

- Never start from "scratch"
- Vendors
- Peers
- Federal Agencies
- State Agencies
- Professional & Trade Associations

Standards & Specifications

- Repetitive purchases
- Reduces variety of inventory
- Facilitates volume purchases

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Pre-bid conference

- Timing
- Conduct
- Addendum



SUMMER SESSION 2024

JOB ORDER CONTRACTING MANDATORY PROCEDURES



SPEAKER:

Stephen Kendrick

Job Order Contracting (JOC)

ISM RGV Summer Sesson June 27, 2024



1

Discussion Points

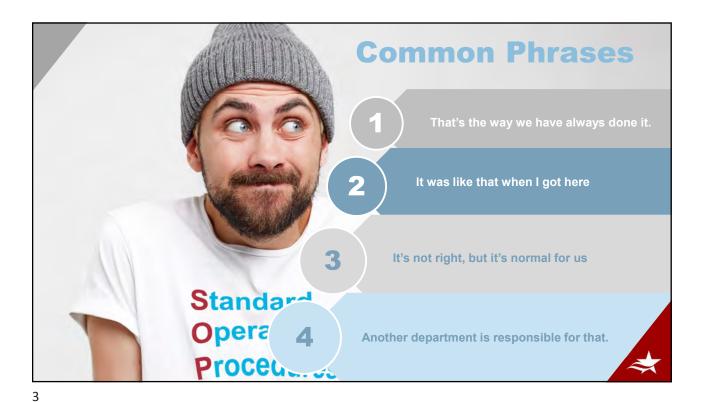
Why JOC?

Maintenance vs. Construction

Concepts including Trade JOC & Quoting vs. Bidding

How to legally use a Job Order Contract (JOC) Contract





Why does legal compliance matter?

- Different procurement rules apply.
- Contracts not properly procured can be voided or unenforceable.
- Officials & officers who violate procurement statutes can be subject to criminal penalties.

Public works contracts may trigger bonding and prevailing wage requirements. Legal mistakes can:

- DELAY projects;
- Jeopardize budgets & result in cost-overruns; and
- Subject gov't entity to financial liability to vendors & subcontractors.

*

JOC/IDIQ – Why Job Order Contracting (JOC)





If providing construction services:

 Only construction method allowed to select contractors for future, undefined projects Tex. Gov't Code § 2269



5

JOC/IDIQ - What is JOC/IDIQ Contracting?

"A procurement method used for maintenance, repair, alteration, renovation, remediation, or minor construction" of facilities "when the work is of a recurring nature, but the delivery times, types, and quantities of work required are indefinite."



Tex. Gov't Code § 2269.401



Maintenance vs. Construction

Factors to Consider:

- Like for like NOT new or upgraded
- Scale and complexity of project
- Physical size of object being worked on

JOC Contract (TGC 2269)

Repair & Maintenance

Maintenance Contract (TEC 44.31, LGC 252, LGC 262, LGC 271) Construction Services



OSHA Letter to Raymond Knobbs (11.18.2003)



-

Maintenance vs. Construction

Good rule of thumb:

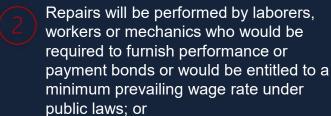
Procure maintenance service contracts under *Tex. Gov't Code Chapter 2269*, rather than under non-2269 method (like *TEC 44* for ISD's), if:

Maintenance and routine repair contracts could include significant replacements, repairs or installation of new structures, appurtenances, features, components or fixtures;





Maintenance vs. Construction





There is a potential for a repair to require the services of an architect or engineer, the securing of permits, or compliance with updated building or electrical codes.

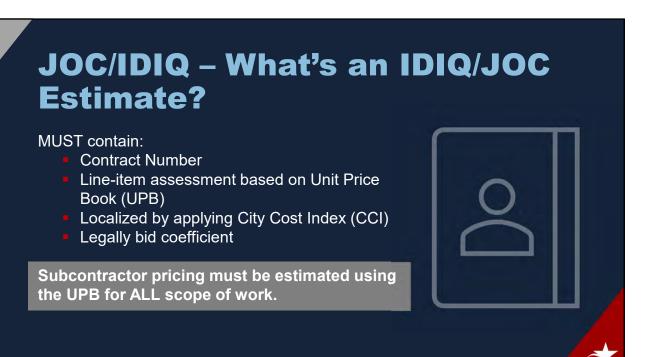


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JOC's procured by Purchasing Cooperatives

- Gov't Entity selects vendor without having to use its own competitive procurement process
- ONLY satisfies the procurement requirement, NOT the contracting requirement
- Statute requires a written and signed job order between the vendor and the Gov't Entity TGC 2269.410(a)
- Only construction method that allows for use of a cooperative in lieu of self-procurement
- Only method allowed to select contractors for future, undefined projects or tasks



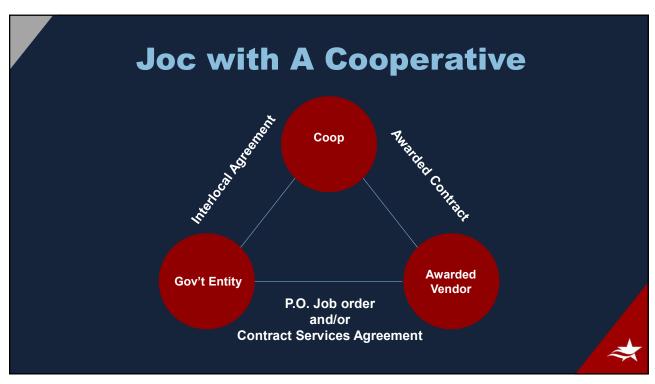


					HVAC I	Example				
Vendor Name Job Description Choice Partners Contract #18/036MC-XX		C		DI	Q E	st	ima	ite		
	se : Year 2019 Quar	Description	Unit	O&P	rotar	Ext. Total O&P	Labor Type	Data Release	CCI Location	Notes
<u>adunaty</u>	Z.mortamber			ou.		za rour ou	Lubor Typo	Year 2019 Quarter 2 (Use most updated available	337 23341011	Insert any notes to describe where work is being done, what is
10	230505100400	Central station air handler, up thru 15 ton, selective demolition	Ea.	s	579.25	\$ 5,792.50	RR	at time quote is requested)	TEXAS / HOUSTON (770-772)	being provided in this line item, etc
1	237433101100	Rooftop air conditioner, single zone, electric cool, gas heat, 3 ton cooling, 60 MBH heating, includes, standard controls, curb and economizer	Ea.	\$	4,359.00	\$ 4,359.00	RR	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
3	237433101150	Rooftop air conditioner, single zone, electric cool, gas heat, 7.5 ton cooling, 170 MBH heating, includes, standard controls, curb and economizer	Ea.	\$	8,213.65	\$ 24,640.95	RR	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
1	237433101156	Rooftop air conditioner, single zone, electric cool, gas heat, 8.5 ton cooling, 170 MBH heating, includes, standard controls, curb and economizer	Ea.	\$	9,733.10	\$ 9,733.10	RR	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
2	237433101160	Rooftop air conditioner, single zone, electric cool, gas heat, 10 ton cooling, 200 MBH heating, includes, standard controls, curb and economizer	Ea.	\$	12,186.50	\$ 24,373.00	RR	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
1	237433101170	Rooftop air conditioner, single zone, electric cool, gas heat, 12.5 ton cooling, 230 MBH heating, includes, standard controls, curb and economizer	Ea.	s	13,614.90	\$ 13,614.90	RR	Year 2019 Quarter	TEXAS / HOUSTON (770-772)	
2	237433101180	Rooftop air conditioner, single zone, electric cool, gas heat, 15 ton cooling, 270 MBH heating,	Ea.	s	16.839.60	\$ 33.679.20		Year 2019 Quarter	TEXAS / HOUSTON (770-772)	
100	239110106050	Curbs/pads prefabricated, pad, condenser, fiberglass reinforced concrete with polystyrene foam core. 2" thick. 20" x 38"	Ea.	s	94.70	\$ 9.470.00	RR	Year 2019 Quarter	TEXAS / HOUSTON (770-772)	
1	015433602720	Rent crane truck mounted, hydraulic, 100 ton capacity, Incl. Hourly Oper. Cost.	Week	\$	9,898.76	\$ 9,898.76		Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
		RS Means Unit Cost Total		\$	75,519.46	\$ 135,561.41				
	Insert what you bid	Total with Coefficient (.89 x RS Means Total) Additional Discount of XX% good for current project				\$ 120,649.65				
		only 2% Bond (Any additional Pass-Through Costs)				\$ 108,584.69 \$ 2,171.69	***Optional if you need to give additional discount to be competitive.			
		Total Project Quote				\$ 110,756.38				

Review the JOC Quote

- CCI location
- Coefficient
- Contract specified pricing column
- Data release (most recent)

- Non-pre-priced items
- Attempts to passthrough co-op fee
- Division 1
- Adjustment Factors





JOC / IDIQ – The JOB Order



- Owner/Gov't Entity issued
- Signed by both parties
- States scope of work & price of assigned tasks
- Provides Owner's AdoptedPrevailing Wage Rates



Public Works Bonds

Performance bond required if contract is in excess of \$100,000:

 Protects the Gov't Entity from financial losses arising from default, material breach, termination or abandonment.



TEX. GOV'T CODE § 2253.021



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Public Works Bonds

Payment bond required if a contract is in excess of:

- \$25,000 & the Gov't Entity is not a municipality or a joint board
- \$50,000 and the Gov't Entity is a municipality or a joint board
- Protects the Gov't Entity from claims for nonpayment of suppliers,
 subcontractors, and sub-subcontractors

TEX. GOV'T CODE § 2253.021



JOCs and Using an Architect or Engineer

Gov't Entity must independently hire A/E if services required.

TEX. GOV'T CODE § 791.011(j) TEX. GOV'T CODE § 2269.408

Architect required for:

- A new building having construction costs exceeding \$100,000
- An alteration or addition having construction costs exceeding \$50,000 TEX. OCC CODE § 1051.703





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JOCs and Using an Engineer

Exceptions to Engineering Services:

- An engineer is MOT required for a public work project if:
- A project involving electrical or mechanical engineering will cost \$8,000 or less
- A project not involving electrical or mechanical engineering will cost \$20,000 or less (i.e., structural or civil)



TEX. OCC CODE § 1001.053



What Must Go to Your Governing Body for Approval?

- Construction services project delivery method determination (other than Competitive Sealed Bids or other method in local policy).
- Competitive procurement results approval (procurement required)
- Approval of all Interlocal Contracts for cooperatives
- Approval of the contract with any vendor
- Approval of all contract amendments or change orders
- All contract renewals and contract terminations
- Governing body may act to delegate all of the above powers
- Job Orders (including cooperative purchases) in excess of \$500,000



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Trade JOC VS. JOC

Trade JOC

- Allows the use of one trade or division
- Reduces overhead expenses when multiple trades are not needed to complete project

JOC

 Allows for the use of all divisions and is typically a general contractor

Case law has clarified that a "public work contract includes both traditional construction and contracts for repair of a building." LA Ash, Inc. v. Tex. A&M Univ., 2008 Tex. App. LEXIS 8206, 2008 WL 4742135 (Tex. App. Waco Oct. 29, 2008); see also Acratod Co. v. Housing Auth. Of Houston, 1999 Tex. App. LEXIS 889, 1999 WL 82450 (Tex. App. Houston 1st Dist. Feb. 11, 1999).



JOC / IDIQ – Bidding VS. Quoting

Bid or Proposal

vendor's *formal, written, sealed response* that satisfies the state's procurement requirements for a governmental entity.

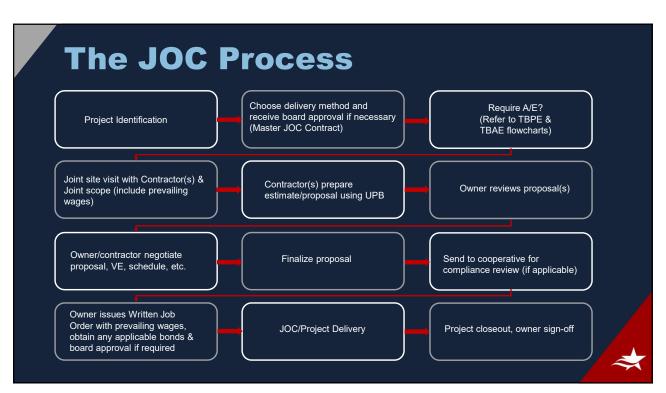




Quote

vendor's **job-specific price in writing** based on their previously bid and awarded contract coefficient and contract specified UPB. (may be required to get more than one)

23



JOC / IDIQ – Final Thoughts

- Establish procurement method with vendor prior to them quoting job.
- Include contract number on quote and PO.
- Verify pricing by requesting vendor's line-item estimate with legally bid coefficient.
- if utilizing a co-op, send confirming copy of each JOC PO issued to co-op.
- Not all coefficients are created equal.
- Not all co-ops are created equal, are in State, or are 2 CFR Part 200 compliant.
- Remember, Governing Body Approval is required.





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THANK YOU!

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IF SPECIFIC LEGAL ADVICE IS SOUGHT, CONSULT AN ATTORNEY.

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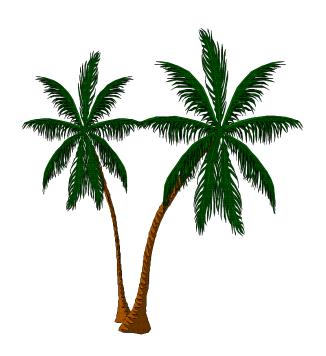






SUMMER SESSION 2024

THE BLIND REQUIREMENT: ETHICS



SPEAKER:

Mark Rogers

T-10A The Blind Requirement: Ethics

Mark J. Rogers, C.P.M. markjeffreyrogers@gmail.com

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Ethics

- Vendor treatment
 - -Fair
 - -Consistent in treatment of late bids, requests for "in house" checks, etc.
 - -Time stamp, log in, witness
 - -Race, creed, color, appearance

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- Don't berate vendor or institution
- Vendor is valuable resource
- Thin margins
- Keep in business not adversary
- Sample requirements
- Over-shipments
- Special orders

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3

3

Ethics

- Restocking charges
 - High tech market changes daily
- Vendor is specialist
 - Buyer is generalist
- Maintain "arms length" relationship
 - Vendor partnerships
 - Adopt a school

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- Vendor support for professional development activities
- Encourage communications early
- Specifications development

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5

Ethics

- Emphasize importance of surfacing spec problems early
- "Or equal" disclaimer
- Inform vendor of quality, timely expectations

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- Make certain vendor is aware of all requirements
 - Training
 - Delivery, lack of elevator, multiple locations, as needed shipments etc.
 - Installation

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7

7

Ethics

- Work with vendor on payment problems
- Don't handhold
- Buying used equipment
- Develop "doing business with" website or brochure

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- Insist that vendor and user include purchasing in communications loop
- Use pre-bid conferences, bonds, etc.
 When exposure is great
- Conducting pre-bid conferences

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9

9

Ethics

- Vendor references—get them and check them—document results
- Product endorsements vs product references
- Services are often prototypes
- Cooperative purchases

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- All or none bids
- Industry standard delivery
- Alternate bids

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11

11

Ethics

- M/WBE
- Enforcement
 - Warranty
 - Price escalation

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.2

- Change order "tail and dog"
- Negotiations
- Share user surveys with vendors
- Fax or e-mail quote instead of phone

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13

Ethics

- Gifts, entertainment, etc.
- Public information
- RFP cautions

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Code of Ethics

- 1. Avoid the intent and appearance of unethical or compromising practice in relationships, actions and communications.
- 2. Demonstrate loyalty to your employer by diligently following lawful instructions of your employer, using reasonable care and only authority granted.

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Code of Ethics

- 3. Refrain from any private business or professional activity that would create a conflict between personal interests and those of your employer.
- 4. Refrain from soliciting or accepting money, loans, credits, discounts, gifts, entertainment, favors or services from present or potential suppliers.

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Code of Ethics

- 5. Handle confidential or proprietary information with due care and proper consideration of ethical and legal ramifications and governmental regulations.
- 6. Promote positive supplier relationships through courtesy and impartiality.

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17

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Code of Ethics

- 7. Know and obey the letter and spirit of laws governing the purchasing function and remain alert to the legal ramifications of purchasing decisions.
- 8. Ensure that all segments of society have the opportunity to participate in government contracts.

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Code of Ethics

- 9. Discourage purchasing office involvement in employers sponsored programs of personal purchases which are not business related.
- 10.Enhance the stature of the purchasing profession by improving your technical knowledge and adhering to the highest ethical standards.

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19

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Ethics Questionnaire

- 1. Would you accept any of the following gifts from suppliers?
 - a) desk or wall calendar with advertising logo
 - b) sample towel or t-shirt
 - c) digital camera

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Ethics Questionnaire

- 2. What disposition should be made of "bonus" gifts? (For example, a free monitor or printer with the purchase of a certain quantity of technology items which your entity regularly purchases)
 - a) refuse
 - b) accept and use personally
 - c) accept for use elsewhere in the institution

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Ethics Questionnaire

- 3. Is it proper for a buyer to take advantage of an offer from a supplier giving special price discounts for personal purchases of items?
 - a) yes b) no

If the offer were made to all employees of the institution would it be proper to accept?

a) yes b) no

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- 4. How should a buyer react to a request from an assistant superintendent to get a "good buy" on an item for personal use?
 - a) refuse politely as it is not a proper use of buyer's time
 - request quotations on regular institutional bid form, place an order and send the invoice to the assistant superintendent
 - c) obtain phone quotes, making it clear that the purchase is for personal use and relay the price information to the assistant superintendent
 - d) suggest vendor and salesperson; explain that purchases for personal use are between vendor and employee

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23

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Ethics Questionnaire

- 5. What is the proper policy concerning having lunch with suppliers?
 - a) may be supplier's guest occasionally, but not too often
 - b) all lunches with suppliers should be on a Dutch treat basis
 - c) may be supplier's guest, but should reciprocate and act as host on alternate occasions
 - d) refuse politely and offer to visit with vendor in buyer's office

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- 6. What is the proper response to an invitation to visit supplier's plant at supplier's expense?
 - a) accept and go as a guest
 - b) accept and insist on paying all your expenses
 - c) accept and insist on paying your fare if any commercial transportation is involved
 - d) refuse politely

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25

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Ethics Questionnaire

- 7. The low bidder who has been offered an order, subsequently claims that his bid was in error, and then requests a price increase. Which of the following actions should the buyer take?
 - a) insist that the supplier accept the order at the price bid or be removed from the bidder's list for future order
 - b) permit the supplier to withdraw his bid without penalty and award the order to the next lowest bidder
 - c) grant the price increase, if he can submit evidence to support his claim of an error in bidding, provided that the adjusted price is slower than the next lowest bid

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- 8. If no suppliers submit bids that comply with the specifications in all respects, which of the following actions should the buyer take?
 - a) revise the specifications and re-advertise for bids
 - reward the order to the lowest bidder and negotiate whatever price adjustment or modification of the specification is necessary to reach agreement
 - award the order to the bidder whose proposal comes closest to meeting the specifications, regardless of whether or not he is the low bidder
 - d) negotiate with all bidders whose bids are reasonably close to meeting specifications, and subsequently award order to the bidder whose ultimate bid offers the best value

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Ethics Questionnaire

- 9. An alternate (unsolicited) bid is received which does not meet the published specifications, but offers acceptable quality and better value than the low bid meeting specifications. Which of the following actions should the buyer take?
 - a) accept the alternate bid because it represents better value for the institution
 - b) reject all bids, revise the specifications and readvertise

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- 10. A bid was misplaced in your institution's mailroom. It was received by mailroom personnel prior to the deadline for submitting bids. Which of the following actions should the buyer take?
 - a) accept the bid, since it was in the custody of the institution a the time of the deadline
 - return the bid, as it was the bidder's responsibility to get the bid into the purchasing office by the deadline
 - c) accept the bid and open it for price comparison, but do not consider the late bid for award

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29

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Ethics Questionnaire

- 11. Your invitation to bid specified that a sample must accompany the bid in order for it to be considered. The low bidder offered an item meeting specifications, but did not submit a sample. Would you consider the low bid?
 - a) yes
 - b) no

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- 12. Your invitation to bid specified that a sample must accompany the bid in order for it to be considered. The low bidder provided a sample, which did not meet specifications, but after you discovered the deficiency, the supplier offered to fill your order with goods, which did meet the specifications. Would you recommend the low bid?
 - a) yes
 - b) no

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31

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Mark J. Rogers, C.P.M. 9901 Liriope Cove Austin, TX 78750

markjeffreyrogers@gmail.com

Mark J. Rogers, C.P.M.



SUMMER SESSION 2024

YOU'RE OUTTA HERE (HOW TO TERMINATE A CONTRACT)



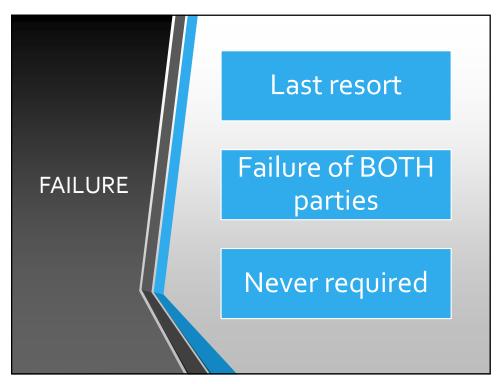
SPEAKERS:

Carol Cooper Narita Holmes









WAIT A MINUTE BACK UP

Termination is the last resort

- Must work to prevent
- Protect our entity
- Have processes and procedures in place
- Be the professional
- Resolve the situation
- Only after all roads are traveled

TERMINATION

5

PREVENTION

- Solicitation
- Contract/PO



PREVENT

SOLICIATION:

- Read it
- Think about risks
- Research
- Collaborate
- Performance Measures
- Terms and Conditions

7

PREVENT

SPECIFIC PREFORMANCE MEASURES

- Defines acceptable and unacceptable
- Clear
- Detailed
- Consequences with remedies and penalties
- Necessary
- Incorporated in contract/PO

Performance Measures Effective/Efficient

Example of types:

- Sampling, inspection, testing
- Reports
- Deliverables, milestones
- Invoicing processes
- Cost verification, including indirect costs
- Risk mitigation measures
- Contract dates and deadlines
- Acceptance/rejection terms
- Dispute process

9

PREVENT

T&C EXAMPLES

- Dispute Resolution
- Continue to Perform
- Termination for Cause or Convenience
- Funding Out / Right to Audit
- Acceptance of Incomplete/Non-Conforming Goods
- Right of Assumption
- Force Majeure

PREVENT

CONTRACT/PO

If not in writing – did not/does not happen

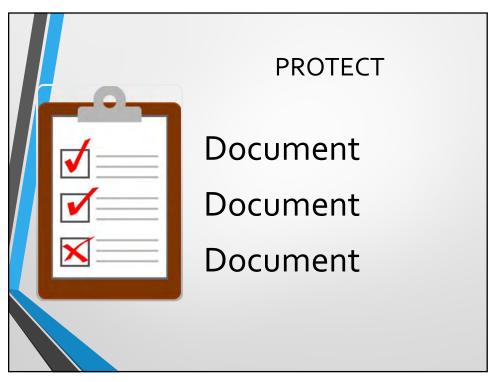
- Negotiations
- BAFO
- Attorneys

11

PROTECT

Contract Administration

- Train
 - responsible department/contractor
- Plan
 - capture deliverables in a schedule
- Assign responsibilities
 - administrator/monitor/?????



13

PROCEDURES

- Details Responsibilities
- Lays out specific documentation requirements
- Provides path for contractor compliance
- Process for contractor to request a meeting or informal hearing
- Create a Non-Compliance Form
 - Date and areas of non-compliance
 - Conditions not met
 - Specific requirements of terms and conditions
 - Specific period of time to cure

GOAL

Resolve Conflict Before it Escalates

- Solid, proactive contract management and administration
- Professional working relationship with
 - Contractor
 - Subs
 - End Users
 - Stakeholders

15

PROFESSIONAL CONTRACT ADMINISTRATION

- Respond to inquiries, concerns without delay
 - Contractor, end user, administration, customers, citizens
- Identify problem
- Gather facts
- Resolve
- Document
- Add to monitoring plan and place in master file

See Something – Say Something

- Could have corrected without delay
- Contractor may be able to say requirement was waived



17

RESOLVE THE SITUATION

- First Problem Less formal
 - Steps to document
 - Meet
 - Agreement
 - Document to both parties/add to monitoring plan/follow-up



Formal process to bring contractor into compliance: Specific to non-compliance issue Second Specified period to cure **Problem** Contractor receipt of notice **Cure Notice** verified Corrective Place on monitoring plan **Action Plan** Include in reports Document for contract master file

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DISPUTE

Competent execution of the contract management process, from planning to administration, **should** prevent a conflict from ever getting as far as a dispute.

BUT

If it does not, carefully follow the dispute resolution process in the contract terms and conditions.

20

DISPUTE

- Get all sides of dispute in writing
- Clearly understand issues from all viewpoints
- Research facts
- Identify entity and contractor interests
- Determine if entity is responsible
- Determine cause
 - Force Majeure?

2:

21

DISPUTE (cont'd)

- Identify risks and cost associated with non-compliance
- Investigate resolution options
- Consult with SME's
- Consult with owner department, Purchasing, Legal, Risk Management
- Evaluate facts as related to contractTerms & Conditions

DISPUTE (cont'd)

- Consider appropriate resolutions
 - Negotiation
 - Mediation
 - Litigation
 - If entity does NOT arbitrate. Be sure this clause is struck from any contract.
- Consider costs and time of each option

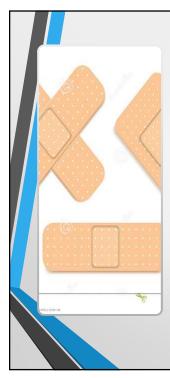
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DISPUTE (cont'd)

- Determine the consequences of termination
 - Will customers lose service?
 - Would loss of service cause harm?
 - Are there sufficient vendors to fill the need?
 - Is budget available if a new solicitation is issued?
- Negotiation leading to settlement would cause least disruption
- If agreement reached issue a cure notice

24



DISPUTE (cont'd)

- Capture entire process in writing
- Professional, facts-only
- Add actions to monitoring plan
- Place in contract master file

These documents are subject to open records and can be used in a court of law

2

25

ALL ROADS TRAVELED

Bring in heavy hitters

- Bonding company
- High administration/attorney
- Owner of contractor
- Negotiations
- Dispute resolution
- Concessions/Compromise
- Entity responsibilities

TERMINATION

Cause or Default

Allows entity to cancel in whole or in part due to failure of the other party to perform satisfactorily

Convenience or No Fault

Allows contract to be ended in whole or in part at the discretion of the entity

27

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TERMINATION NOTICE

Notification includes:

- Formal, traceable notification, documented
- Contract/PO number
- Date termination effective
- All reasons tied to applicable, verifiable back-up
- Entity to compensate for accepted goods/services
- Contractor liable for additional costs IF
- Professional, facts-only documentation
- Examine last invoice and back-up very carefully
 - Attorney office consulted PRIOR to termination

29

What if a Contract is Silent?

Ask the Attorney's Office asked to assist in developing the best approach

Termination for Convenience No-Fault

- Formal, traceable notification, documented
- Immediately upon decision to terminate
- Paid for allowable costs to terminate
- Compensated for costs during performance
- Payments cannot exceed contract price
- Review final invoice and back-up in detail
- Document professionally, facts-only
- Place in contract master file

Subject to open records and court evidence

3:

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RESOURCES

Contract Management Guides/Entity Terms and Conditions

State of Texas

City of Dallas

Town of Addison

Region One ESC

State of Texas Statutes - LGC 271, GC 2155.076, 2260

Beth Fleming, CPPO, C.P.M., Retired Director of Purchasing, Denton County Texas

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SUMMER SESSION 2024

ATTORNEY GENERAL DO'S AND DON'TS



SPEAKER:

Luke Woodward



Bid-Rigging and Other Antitrust Violations: Don't Be a Victim!

September 28, 2023 Presentation to the Institute for Supply Management - RGV

Will Shieber
Assistant Attorney General, Antitrust Division, Office of the Attorney General of Texas
William.Shieber@oag.texas.gov

1



Disclaimer

The views expressed in this presentation do not necessarily reflect those of the Office of the Attorney General.



Bid-Rigging Examples



Bid-Rigging Pr

LAW360°

FOR IMMEDIATE R THURSDAY, JUNE

ugust 10, 1982 When a couple of Justice

22 INDIVI OVE

NYC Board of and Fresh Pro

WASHINGTON, D.O. rigging bids on cont and fresh produce t Justice today annou guilty today. The oth them were unseale

"These conspirators Assistant Attorney (have been spent on By Mary Thornton

contractors in Tenne

Today, just three years l "Operation Roadrunner, have collected evidence of dollars in illegal profit

So far, indictments have rigging, mail fraud and p 16 individuals and 10 cor businesses pleaded no co The balance of the cases

A number of the executiv up to three years. The fe Individual states also ar

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2 Insulation Cos. Plead Guilty To Bid-Rigging Conn. **Projects**

Law360 (August 4, 2022, 9:56 PM EDT) -- Two contractors have pled guilty to roles in a bid-rigging conspiracy related to pipe and duct insulation for both private and public projects in Connecticut, the U.S. Department of Justice announced Thursday.

BC Flynn Contracting Corp. and Axion Specialty Contracting LLC reached plea deals on conspiracy charges, with BC Flynn also copping to a criminal fraud charge, over a scheme involving themselves and other companies to rig insulation installation bids for various hospital, university and other construction projects over nearly seven years, the DOJ said. The agreements were filed in Connecticut federal court on Wednesday,

"The plea agreements detail how the perpetrators submitted collusive bids and shared bid numbers with their competitors in an illegal effort to improve their companies' bottom lines," U.S. Attorney for the District of Connecticut Vanessa Roberts Avery said in a statement Thursday. "I commend the FBI and [Defense Criminal Investigative Service] for investigating this scheme that victimized hospitals, universities and businesses throughout Connecticut."

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Topics Covered

Background

What is antitrust law, and why is competition important?

Bid-rigging

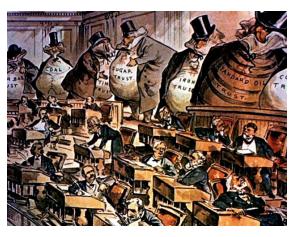
What is it and how can you guard against it?

Other types of antitrust violations

What else should government purchasers be on the lookout for?



History of Antitrust



Monopolies or "trusts" dominated the national economy and wielded enormous political power in the late 1800s

5



Effects in the Marketplace

Without Competition:

- Higher Prices
- Poorer Quality
- Less Choice
- Less Innovation

The Supreme Court recognizes:

- "The heart of our national economic policy long has been faith in the value of competition."
- "[U]nrestrained interaction of competitive forces will yield the best allocation of our economic resources, the lowest prices, the highest quality and the greatest material progress...."



Consequences of Collusion

Potential Consequences for Antitrust Violators:

- Government prosecution
 - State &/or federal
 - Civil &/or criminal
 - Criminal consequences can include jail time & large fines
- Private litigation (including massive class actions)



- Treble damages, penalties, attorneys' fees and investigative costs
- Debarment or suspension

7



Limits of Antitrust

•What we don't do:

- Direct officials to choose one procurement method over another.
- Investigate procurement or bidding violations that don't raise antitrust concerns.
- Make sure public entities get the best price or value for goods and services.



What Does Antitrust Prohibit?

Three primary types of antitrust violations:

- 1. Anticompetitive agreements (including bid rigging)
- 2. Monopolization
- 3. Illegal mergers

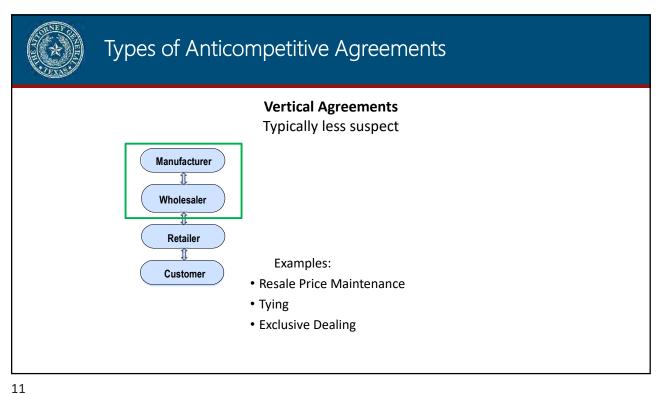
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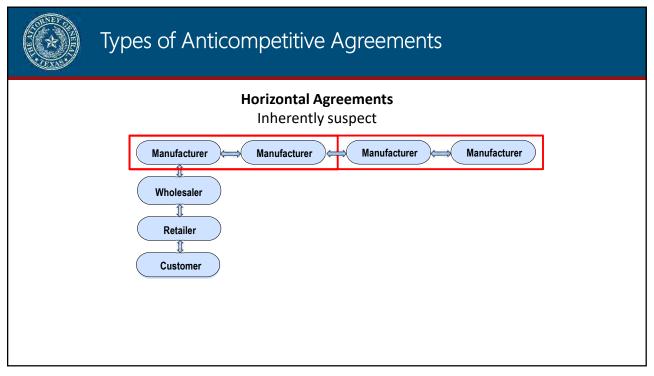


Anticompetitive Agreements

What's prohibited?

- "Contracts, combinations or conspiracies in restraint of trade"
 - There must be an agreement, but agreements may be hard to detect.
 - *Independently* matching prices is not a violation.
 - Conspirators try to hide agreements.







- Horizontal Agreements
 - Price Fixing
 - Market Allocation / Customer Allocation
 - Group Boycott (Concerted Refusal to Deal)
 - •Bid Rigging

13



Types of Anticompetitive Agreements

\$1.75

\$2.50



\$3.75

Agreements to set prices



- Horizontal Agreements
 - Price Fixing
 - Market Allocation / Customer Allocation
 - Group Boycott (Concerted Refusal to Deal)
 - •Bid Rigging

15



Types of Anticompetitive Agreements



Agreements to allocate the market







Agreements to allocate the customer types

17



Types of Anticompetitive Agreements

- Horizontal Agreements
 - Price Fixing
 - Market Allocation / Customer Allocation
 - Group Boycott (Concerted Refusal to Deal)
 - •Bid Rigging





Agreements to refuse to deal

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Types of Anticompetitive Agreements

- Horizontal Agreements
 - Price Fixing
 - Market Allocation / Customer Allocation
 - Group Boycott (Concerted Refusal to Deal)
 - Bid Rigging



Bid Rigging Terminology

• Basic types:

- **Complementary Bidding:** an agreement to submit a fake bid to make the winner's bid look reasonable and competitive.
- **Bid Suppression:** an agreement to withdraw a bid or refrain from submitting a bid to allow a competitor to win.

•Incentives:

- Bid Rotations: rigging bids in exchange for "taking turns" at winning the bid
- **Subcontracting:** rigging bids in exchange for lucrative or guaranteed subcontracts from the winning bid

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Bid Rigging Terminology

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Bid Rigging Terminology

Hypothetical:

Vendors Anthony, Billy, and Chris bid on a contract for school desks in the Travis County School District.

The typical price for a school desk in other Texas counties is around \$70-80 per desk.

Vendor	Bid
Anthony	\$95
Billy	\$80
Chris	\$85

23



Bid Rigging Terminology

Complementary Bidding:

Vendors may agree for one vendor to win and for the other two vendors to submit high bids in order to intentionally lose the contract.

Vendor	Bid
Anthony	\$95
Billy	\$150
Chris	\$135



Complementary Bidding:

Vendors may intentionally lose a bid even if they submit a lower price by offering an inferior product or adding special conditions that won't be acceptable.

Vendor Chris may lose this contract if they offer the desks at \$70 each but can't deliver them until the end of the school year.

Vendor	Bid
Anthony	\$95
Billy	\$150
Chris	\$75*

25



Bid Rigging Terminology

Bid Suppression:

One or more vendors may agree to refrain from bidding or withdraw a bid that they have already submitted so the designated vendor will win the bid.

Vendor	Bid
Anthony	\$75
Billy	\$70
Chris	\$80



Bid Suppression:

Billy was winning this bid, but then he withdrew his bid so Anthony could win the contract as the designated vendor.

Vendor	Bid
Anthony	\$75
Billy	\$70
Chris	\$80

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Bid Rigging Terminology

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- **Subcontracting:** rigging bids in exchange for lucrative or guaranteed subcontracts from the winning bid

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Bid Rigging Terminology

Bid Rotation:

Competing vendors may agree to "take turns" winning a job. This is similar to market allocation where competitors agree to what they think is their "fair share" of the industry.

This agreement guarantees that they will win the job without having to compete.

Vendor	Year 1	Year 2	Year 3
Anthony	\$90	\$85	\$90
Billy	\$85	\$90	\$95
Chris	\$95	\$95	\$85



Subcontracting:

Sometimes vendors will submit a cover bid (complementary bidding) or sit out on bidding (bid suppression) in exchange for a lucrative or guaranteed subcontract from the winner.

Vendor	Bid
Anthony	\$75
Billy	\$70
Chris	\$150

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Communicating Agreements

A Classic Example:



"The Result Was the Usual One"

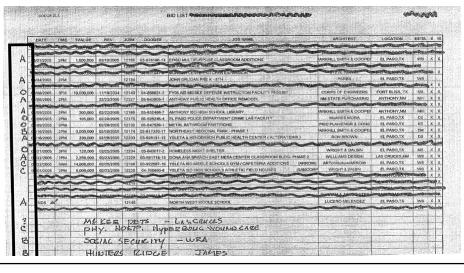
Modern Examples:

- In-Person Meetings
 - whether or not in a smoke-filled room
- ▶ Phone Calls
- Text Messages
- Emails
- Business Documents
- Instant Messaging
- Chat Rooms
- Video Chat
- Social Networking
- New/creative methods



Examples of Collusion

Horizontal Agreements: Bid Rigging/Customer Allocation



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The Red Flags of Collusion



Three Types of Red Flags:

- 1. Conditions favorable to collusion
- 2. Suspicious behavior
- 3. Suspicious patterns







Red Flags Part 1: Conditions Favorable to Collusion



- Recognize Conditions Favorable to Collusion.
 - Few vendors in the market.
 - No easy substitutions.
 - Long-established firms continually dominate.



• Frequent interactions or information sharing between competitors; a high probability the vendors will interact in the future.

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Red Flags Part 2: Suspicious Behavior



- Recognize suspicious behavior
 - Irregularities in appearance or submission of bids, e.g., suspicious joint bid
 - Refusals to bid alluding to agreement or understanding with competitor
 - Refusal to bid or offer quote due to "ethical concerns" about poaching customers
 - No bid from a firm you otherwise expect to make a bid

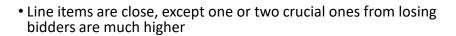


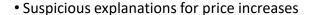


Red Flags Part 2: Suspicious Behavior (Con't)



- The absence of bids or responses when more are expected
- Certain vendors bid frequently but never or almost never win
- A vendor requests confidential information to gain an advantage for itself and others
- High bids from a vendor you suspect wouldn't be able to successfully perform the contract







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Red Flags Part 3: Suspicious Patterns

- Existing vendors drop prices when a new or infrequent vendor bids
- Suspicious subcontracting
- Some bids are much higher than previous bids or estimated costs
- Consistent \$ or % margins between winning & losing bids



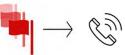
- A vendor always wins a bid in a certain area for a particular product or in a fixed rotation with other bidders
- Two bids are tied and the odds of two bidders submitting the same number independently are low



Guarding Against Collusion

What Can You Do About Collusion?





- Draft RFPs to encourage maximum participation.
 - Minimize use of tight specs:
 - Don't tailor bids to one particular product or supplier.
 - Don't use specs written by or copied from a manufacturer.
 - · Don't use brand names in specs.
 - Make sure a vendor is an actual sole source before proceeding with a sole source procurement.
- Evaluate your process with an eye towards ensuring competition.

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Guarding Against Collusion

What Can You Do About Collusion?

- Advertise in a variety of ways.
- Insist on compliance with procedures.
- Maintain and review procurement records.
- Don't disclose cost estimates before awarding a contract (unless required).
- Don't disclose the identity or bids of proposal holders or other bidders (unless required).



Guarding Against Collusion

What Can You Do About Collusion?

- Antitrust Certification Statement--Gov. Code §2155.005
- Antitrust Assignment Clause--Part B.5.6, Comptroller's RFP Template

41



Monopolization

Monopolization

- Unlawfully acquiring or maintaining the power to fix prices and exclude competitors.
- What can you do about monopolization?
 - Let us know if you suspect a dominant vendor is trying to drive its competitors out of business.
 - Let us know if you are unable to buy product due to restrictions imposed by manufacturers, suppliers, or vendors.
 - Assist us when contacted for interviews.



Mergers & Acquisitions

• Illegal mergers

• Where the effect of the merger may substantially lessen competition.

• What can you do about illegal mergers?

- Let us know if you hear of any merger that could reduce your buying options or lead to higher prices.
- Assist us when contacted for interviews.

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Contact Information

- Use us as a resource
 - All questions, ideas, & tips are welcome
- Be alert and proactive in making sure you have competitive options
- · Assist us with our investigations

Office of Attorney General

Antitrust Division

Main number: (512) 936-1674, Antitrust@oag.texas.gov

Coulter Goodman: (512) 936-1781, Coulter.Goodman@oag.texas.gov

Maggie Sharp: (512) 463-1265, Margaret.Sharp@oag.texas.gov

www.texasattorneygeneral.gov/divisions/antitrust-division

DO YOU SUSPECTE OLLUSION?

CHECKLIST FOR POSSIBLE COLLUSION

This is a list of red flags. None of these indicators, individually or in combination, prove collusion. Rather, they identify situations which may justify further inquiry to discover whether collusion has occurred.

CONDITIONS FAVORABLE TO COLLUSION

Certain market conditions increase the likelihood of collusion. Pay close attention to bids and bidding patterns under the following market conditions:

- 1. A small number of vendors dominate the market. The fewer the vendors, the easier it is to get everyone on the same page.
- 2. Tight specifications mandate no easy substitution of product. Fewer products make it easier for the vendors to coordinate.
- 3. The bids are for a standardized product. Fewer variables in terms of design, quality or service, make it easier to reach a common pricing scheme.
- 4. There are frequent, repetitive bids for specific goods. The more frequent the bids the more opportunity the vendors have to become familiar with each other.
- 5. Competitors regularly socialize with each other, through personal connections or trade associations.
- 6. Competitors regularly get together in the vicinity of procurement offices shortly before filing deadlines.
- 7. There is industry-wide resale price maintenance. Each manufacturer sets the price at which all of its distributors or resellers must sell the product to their customers. This could help manufacturers enforce collusion at the manufacturing level.

SUSPICIOUS STATEMENTS OR BEHAVIOR

Sometimes vendors' behavior or the circumstances under which bids are submitted can create suspicion of collusion. Pay close attention to bids and bidding patterns if you see any of the following:

- There are irregularities (e.g., identical calculation errors) in the
 physical appearance of the proposals or in the method of their
 submission (e.g., use of identical forms or stationery), suggesting
 that competitors had copied, discussed, or planned one another's
 bids or proposals. If the bids are obtained by mail, there are similarities of postmark or post metering machine marks.
- 2. A vendor requests a bid package for itself and a competitor, or submits both its bid and that of a competitor.
- 3. Two or more competitors file a "joint bid," even though at least one of the competitors could have bid on its own.
- 4. A vendor submits a bid when it is incapable of successfully perform-ing the contract (This is likely a complementary bid).
- 5. A vendor brings multiple bids to a bid opening and submits its bid only after determining (or trying to determine) who else is bidding.
- 6. A bidder or salesperson makes a suspicious statement, such as:
 - a. A reference to industry-wide price schedules;
 - b. A comment indicating advance knowledge of competitor's bid/price;

- c. A statement that a particular contract "belongs" to a certain vendor;
- d. A reference to a "complementary," "courtesy," "token," or "cover" bid;
- e. Any other statement indicating competitors may have discussed prices/bids.

SUSPICIOUS BIDDING OR PRICING PATTERNS

Certain bidding or pricing patterns appear inconsistent with operation of the free market and warrant further investigation:

- Some bids are much higher than published price lists, previous bids by the same firms, or engineering cost estimates. This could indicate complementary bids.
- 2. Vendors who would be expected to submit bids do not do so. This could indicate an agreement to withhold bids.
- 3. Certain vendors never bid against each other.
- 4. Certain vendors bid frequently but never (or almost never) win.
- 5. There is a consistent percent margin (e.g., 10%) between the winning bid and the second bidder.
- The same vendor has been the low/high bidder on successive occasions over a period of time without any apparent market advantage/disadvantage to account for the bid.
- A certain vendor appears to be bidding substantially higher on some bids than on other bids, with no logical cost difference to account for the difference.
- 8. A bidder uses uniform shipping charges in various bids. Vendors would ordinarily be expected to charge less for shipping locally than to a distant site, absent an agreement.
- A local vendor charges more for delivery than a distant vendor.
 This is counter-intuitive and could indicate that the local vendor has submitted a complimentary bid.
- 10. An apparent pattern of low bids appears, such as corporation "X" always winning a bid in a certain geographic area for a particular service, or in a fixed rotation with other bidders.
- 11. A successful bidder subcontracts to:
 - a. a vendor that won the bid but then withdrew,
 - vendor(s) that could/should have bid (e.g., picked up packets)
 but did not, or
 - c. vendor(s) that repeatedly submitted higher bids.
- 12. Competitors submit identical bids or frequently change prices at about the same time and to the same extent.
- Bid prices appear to drop whenever a new or infrequent bidder submits a bid.



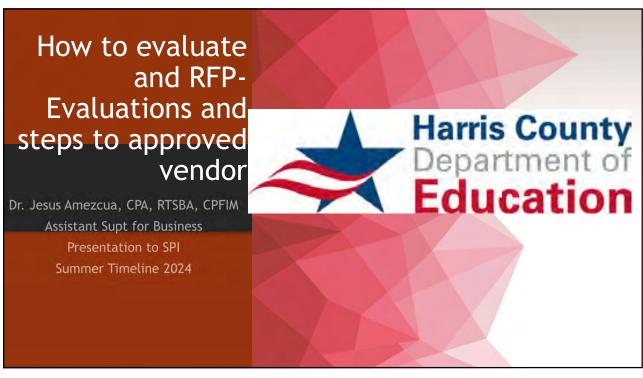
SUMMER SESSION 2024

HOW TO EVALUATE AN RFP



SPEAKER:

Jesus Amezcua



Outline for Today's Session **Ethics** Prerequisites for evaluating **Due diligence Evaluation Process Best practices** В. Legal REGS: **Sample Clauses** RFP requirements Contract **Templates** Sample Evaluation Vendor Forms **Key Case in Harris County Contract Provisions**

Who can evaluate an RFP?

B

- I am a Board Member or City Council Member
- I am a supervisor, and my boss is on the evaluation team
- I am a grant program director
- I am a vendor
- I am the broker on the account
- I am a consultant
- I have a provided free tickets to the Mayor
- I have sponsored a luncheon for all evaluating committee members.
- I received a gift from a vendor and did not report it. It was for \$199
- I am the CFO
- I am the Purchasing Agent

3

Prerequisites for being an evaluator

4

- · Free from conflict of interest
- Maintain Confidentiality
- Disclosure and complete the CIS Form
- Read the instructions given by Purchasing
- · Communicate, Document and be Fair
- · Work with Purchasing and Collaborate
- Read the proposals
- Ask Questions
- Prepare recommendation Memo

Evaluation Process

5

- Instructions to Evaluation Committee
- Sign CIS and Read instructions
- Evaluate proposals
- Sign Recommendation Memo

5

Activity on Teamwork

6

- •Guess the drawing behind the team and win a metal.
- •Need 5 teams of 5

Three of Lina Hidalgo's aides, including chief of staff, indicted in Harris County contract award scandal

7

The felony charges are misuse of official information and tampering with a government record. Hidalgo, who oversees Harris County, has the largest constituency of any elected Democratic executive in the state.

BY ZACH DESPART APRIL 11, 2022 UPDATED: APRIL 12, 2022

Three employees of Harris County Judge Lina Hidalgo have been indicted by a grand jury on charges related to how they helped award a contract for COVID-19 vaccine outreach last year.

The Harris County district clerk lists two felony counts each for chief of staff Alex Triantaphyllis, policy director Wallis Nader and former policy aide Aaron Dunn. The charges are misuse of official information and tampering with a government record.

The charges add weight to a scandal Hidalgo has attempted to dismiss as politically motivated, and they threaten to tarnish her carefully cultivated image as an ethically minded public servant as she seeks reelection this year. Hidalgo is widely seen as a rising star in the Texas Democratic Party and a future statewide candidate.

7

The three employees were part of a selection committee to choose a vendor for a COVID-19 vaccine outreach campaign Hidalgo wanted. The committee, which also included members of the county health department, unanimously awarded an \$11 million contract to Elevate Strategies, a small political consulting firm owned by Felicity Pereyra, who has previously worked on Democratic campaigns.

8

The committee had rated a cheaper bid from the University of Texas Health Science Center at Houston highest in a scoring competition. After interviewing the top applicants, the group decided to award the contract to Elevate. Hidalgo's office said the firm's background in political communications was exactly the skill set needed for the vaccine outreach campaign, which was to include digital ad buys and door-to-door canvassing.

Republicans have seized on this as evidence of corruption, alleging without evidence that Hidalgo was funneling money to help the Democratic Party build relationships with voters. Hidalgo accused Republican county commissioners of spreading conspiracy theories, though she agreed to cancel the contract in September because she said it had become too politicized.

9

Court records filed by the Texas Rangers, who are assisting prosecutors, suggest the inquiry focuses on whether Hidalgo's office inappropriately involved Pereyra in designing the bid proposal she would later win.

Harris County District Attorney Kim Ogg's office said it could only confirm charges after delivering arrest warrants to defendants.

Republican County Commissioner Jack Cagle, who began asking questions about the contract last summer, said in a statement he took no pride "in being right about this."

9

Requirements

Best practices

10

- Legal REGS:
- RFP requirements
- Contract Templates
- Vendor Forms
- Contract Provisions

informally, Emails, Lunches Conferences

No contact with vendors

Due diligence & Posting

Documentation - who is on First? ROLES

Legal Review Prior - Prevent

Best Practices RFP requirements RFP = Contract Scope What is included in the RFP? Subjective or Objective What is the scope? What are the evaluation factors and points? How many and Who? Who will evaluate? Supervisors, Free from · What are the Conflict, Professionals requirements for evaluating? Instructions BEFORE and **RESULTS AFTER**

11

Discussion Question One.

12

- Is there a difference between and RFQ and RFP or RFI, or Competitive Sealed proposals?
- Why would you use one over the other one?

What is included in the contract? 13 **Best Practices** Contract Clauses? **Contract - Special Terms** Contract templates Revenue - mostly not - unless you are charging fees • Is this for revenue or expenditure? **Expenditure - Local policy** \$75,000 Construction or expenditure? Grants are specials - special Are there grant provisions - non negotiable - see requirements? my Federal Class. 13

Contract Formatting Instructions

• APPEARANCE

• Always strive for a professional product.

• Consistent style

• [header]

• ARTICLE I. PURPOSE

• Consistent font size - Times New Roman, 12

• Number pages: 1 of 3, 2 of 3, 3 of 3; as necessary

Times New Roman, 12

Provisions

14

Best Practices

RFP = Contract

One page - very rare*

Attachments*

Provisions**

Contract Completeness

15

- Review your contract to make sure all your bases are covered. A good contract
 answers all the questions you or the other party may have during or after the
 contract term
- Use proper and complete names, titles, and contact information
- Have you included definitions? You may or may not need to; the goal is to make the contract clear to all contracting parties.
- Review the Entire Agreement clause/paragraph; it should state that the contract and attachments/exhibits represent the entire agreement.
 - Attachments may include:
 - Scope of Work
 - · Additional Attachments/Exhibits

15

Contract Accuracy

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- Use spell check
- Specify total payment amount (along with increment payments, if appropriate); including travel and/or other reimbursable expenses
- Amount should be in numbers (including cents amounts) and spelled out:
 - Example: Thirty Thousand Dollars and no/cents (\$30,000.00)
- (use US Currency, if necessary) (No Foreign Currency)

Contract types

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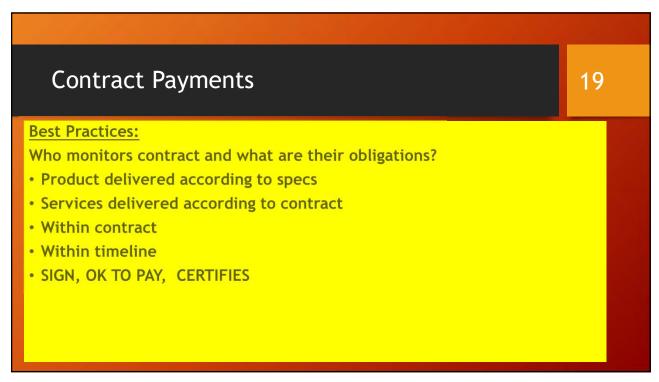
- Use the format that is appropriate to your purpose; this can be based on critical need or the dollar amount involved
- Purchase Order (for purchases of personal property)
- Speaker Agreement Leases
- Memorandum of Understanding (MOU) Interlocal Contract
- Service Contracts
 - Professional Services
 - Consultant Services
- Bonds Competitive or Negotiable

17

Contract Payments

18

- Purchase Order
 - Payment Authorization
 - IRS Form W-9, Felony Conviction Notice, Conflict of Interest Questionnaire, Senate Bill 9 Contractor Certification
 - Other Forms and Certifications
 - Copy of Contract
 - Invoice OK TO PAY
 - Out of country vendors?



What do you want for the Public Works Director or the Heat Start Director or the Airport Director to do in relation to contract monitoring?

• Exercise - Activity

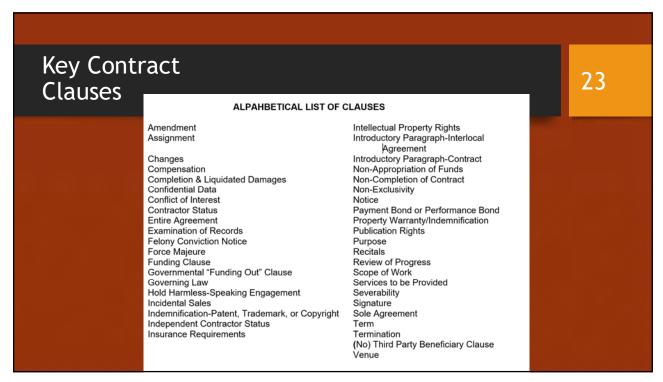
What do you want for Program Directors to do?

- Receive assignment of contract management via the job description and via his or her function in the Department within the organizational structure.
- Implement an annual evaluation of the function, its related contract management responsibilities, and internal controls with the organizational structure.
- Implement a system of contract management system and internal controls for all program functions under the oversight of the administrator.
- Receive annual training on financial guidelines to include procurement policies and procedures by the Purchasing Department and the Business Services.
- Authorized personnel to sign on contracts:
 - → Superintendent→ Assistant Superintendent for Business Services
- Review contract requirements. Implement procedures to make sure requirements are met.
- Follow up on timeline of contract renewal at least 3 months prior to expiration and meet with purchasing staff to initiate the purchasing process and contract renewal process.

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Contract Development

There is no "one size fits all" solution to creating a contract. Each unique situation mandates which clauses are included and which clauses are not included. The goals are to protect organization interests and to be fair and equitable.



Clauses	24
CLAUSE/DESCRIPTION	SAMPLE WORDING
Amendment	This Contract may be amended only by the mutual agreement of the parties, in a writing to be attached to and incorporated in this Contract.
Assignment	Neither this Contract nor any duties or obligations under it shall be assignable by Contractor without the prior written acknowledgment and authorization of HCDE.
Changes	During the Term of the Contract, HCDE reserves the right to make changes to the work the Contractor is required to provide pursuant to this Contract. All such changes shall be made in writing and agreed to by both parties.

CLAUSE/DESCRIPTION	SAMPLE WORDING	
Compensation May put something in this clause referring to the release of the performance bond. Also see Performance Bond. Need to be specific concerning payments and conditions for payments: one payment upon completion of all services or multiple partial payments, a payment schedule based on due dates or based upon % of completion, etc. Does this clause need to be tied to the scope of work?	HCDE agrees to reimburse Contractor for reasonable costs and expenses necessarily incurred, up to the maximum amount of < \$XXX,XXX >. Contractor agrees to provide HCDE with appropriate documentation, including, but not limited to, copies of original receipts, verifying such expenses and costs associated with performing the required services. Contractor shall submit to HCDE an invoice for services rendered. HCDE agrees to make payment upon acceptance and approval by HCDE of all goods or services provided by Contractor.	25
	HCDE is Texas state sales tax exempt and will provide the Contractor with a signed TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION. Form available on HCDE Portal.	

Clause 26 CLAUSE/DESCRIPTION SAMPLE WORDING HCDE contracts include provisions for completion and Completion & Liquidated Damages as liquidated damages and are listed as follows to inform the Provided for Bidder of the following conditions: in HCDE Contracts 1. Under the terms of an HCDE contract, the bidder Usually found in construction certifies to complete delivery of any product/service contracts. within the specified calendar days < listed on each bid response > counting from the date HCDE purchase orders are received by the Bidder. Bidder agrees that time is of the essence in performance of the contract. Bidder and HCDE understand and agree that a breach of contract as to completion on time will cause damage to HCDE and the relevant End User, and that such damages would be difficult or impossible to measure.

Clause		27
CLAUSE/DESCRIPTION	SAMPLE WORDING	
Completion & Liquidated Damages as Provided for in HCDE Contracts, continued	2. Therefore, for each and every calendar day that produ not delivered beginning < Specified number of days expiration of the time limit set in the contract, HCDE me permanently from Contractor's total compensation the succession of the succes	> after the may withhold am of X.XX >) per that the sum mate of the Jser > for a accordance due may be rwise due to se due to of liquidated

Clause		28
CLAUSE/DESCRIPTION	SAMPLE WORDING	
Confidential Data of HCDE	In the course of performing duties under this Contract, Contractor may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students being served by HCDE and employees of HCDE. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of HCDE, either during the Term of this Contract or after such Term. Contractor acknowledges that HCDE would be irreparably injured if Contractor were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for Contractor's own purposes or benefit and that money damages would not compensate HCDE for such irreparable injury.	
Conflict of Interest	During the Term of Contractor's service to HCDE, Contractor shall not, directly or indirectly, whether for Contractor's own account or for or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.	
Contractor Status	See Independent Contractor Status.	

Clause	29
CLAUSE/DESCRIPTION	SAMPLE WORDING
Entire Agreement	This Contract and list memorandums , price lists , etc . attached hereto represent the entire and exclusive agreement between the parties thereto and replace in their entirety any previous agreements, written or oral. OR
CLAUSE/DESCRIPTION	SAMDLE WORDING
CLAUSE/DESCRIPTION	SAMPLE WORDING
Entire Agreement, Continued	This Contract represents the entire and exclusive agreement between the parties thereto and replaces in their entirety any previous agreements, written or oral.
Examination of Records	HCDE shall have access to and the right to examine and reproduce or capture all documents, papers, records, notes, files, electronic data and any other "materials" that were used by Contractor. Contractor shall notify HCDE if any such materials are copyrighted.

Clause 30 CLAUSE/DESCRIPTION SAMPLE WORDING Contractor acknowledges receipt of the Felony Conviction Notice Felony Conviction Notice attached as an addendum or an exhibit and incorporated herein, and represents to HCDE that Contractor has accurately completed, executed and delivered the Notice to HCDE. Contractor acknowledges This clause should be included in any contract where a Contractor will be that under Section 44.034 of the Texas Education Code, Contractor must give advance notice as required by this Article and that Contractor working on a campus or in faces the consequences outlined in the Section for misrepresenting the a center or with students or conduct resulting in the conviction as indicated on the Felony Conviction clients of any age, or at any other time the division deems appropriate. See Felony Conviction Notice form. (IMPORTANT: This section does not apply to a publicly held corporation.) The parties to this Contract may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, when satisfactory evidence thereof is presented to the other party and Force Majeure provided that such non-performance is not due to the fault of the nonperforming party.

Clause	31	
CLAUSE/DESCRIPTION	SAMPLE WORDING	
Funding Clause For Contracts that are contingent on the receipt of grant funds should have a clause so stating.	HCDE anticipates it will receive funds from the grantor in an amount equal to the costs of services to be provided under this Contract. Notwithstanding anything to the contrary in this contract, this Contract is contingent on HCDE receiving such funds. In the event HCDE does not receive those funds, HCDE may terminate or reduce the scope of services provided under this Contract without pecuniary risk or penalty, at its sole discretion.	
CLAUSE/DESCRIPTION	SAMPLE WORDING	
Governmental "Funding Out" Clause Contracts and Leases that are contingent on the receipt of revenues should have a clause so stating.	HCDE/Lessee anticipates it will receive revenues in an amount equal to the costs of services to be provided under this Contract/Lease Notwithstanding anything to the contrary in this contract, this Contract/Lease is contingent on HCDE/Lessee receiving such revenues. In the event HCDE/Lessee does not receive those revenues HCDE /Lessee may terminate the Contract/Lease or reduce the scope of services provided under this Contract/Lease without pecuniary risk or penalty, at its sole discretion.	

Clause	32
CLAUSE/DESCRIPTION	SAMPLE WORDING
Governing Law	This Contract shall be governed by and construed in accordance with the laws of the State of Texas. (May be combined with Venue.)
Hold Harmless- Speaking Engagement	Contractor hereby indemnifies and holds HCDE harmless from and against any and all loss, damage or claim against HCDE, arising from Contractor's acts or omissions in connection with the speaking engagement described in this agreement.
Incidental Sales	The Contractor shall have the sole right to sell or cause to be sold books authored by the Contractor on the Premises.

Clause	33
Indemnification & Insurance-< Speaker Agreement >	The Speaker agrees that physical activity is not required of participants.
	Speaker agrees that Speaker carries liability insurance covering acts or omissions of Speaker with an approved company naming HCDE as an additional insured").
	OR
	Speaker hereby indemnifies and holds HCDE harmless from and against any and all loss, damage or claim against HCDE, arising from Speaker's acts or omissions in connection with the speaking engagement described in this agreement.
	Signature/Hold Harmless

ause	34
CLAUSE/DESCRIPTION	SAMPLE WORDING
Independent Contractor Status	It is the intention of the parties that Contractor be an independent contractor and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Contractor or HCDE and any of Contractor's agents, employees, or sub-contractors. Contractor assumes exclusively the responsibility for the acts of its employees, subcontractors, if any, agents or partners as they relate to the services to be provided in connection with this Contract during the scope and course of their employment. Contractor, its agents, subcontractors, joint venturers, partners and employees, shall not be entitled to any rights or privileges of HCDE employees and shall not be considered in any manner to be HCDE employees.

CLAUSE/DESCRIPTION SAMPLE WORDING The Contractor is required to carry general liability insurance. The minimum liability coverage is \$1,000,000.00 year single occurrence. An aggregate value in the amount of \$1,000,000.00 without single occurred coverage of like amount shall not be acceptable. The Contractor is required to carry product liability insurance on all products offered through the HCDE Cooperative Purchasing Program. Manufacturers/bidders shall submit insurance certificates for the product liability coverage encompassing their dealer network, or shall submit inclinates for each of their participating dealers. The modulation of the product of the

35

Clause			36
	CLAUSE/DESCRIPTION	SAMPLE WORDING	-
	Insurance Requirements, Continued	Contractor shall have the insurance coverage and furnish certificates of insurance, in duplicate form, prior to the beginning of the contract. All liability policies shall be issued by a Company authorized to do business in Texas with a rating of at least B+ and a final size of Class VI or better according to the current year's Best rating. Evidence of Insurance: Prior to performance, Contractor must provide a certificate of insurance evidencing the stated coverage and naming HCDE as the certificate holder. HCDE reserves the right to contact underwriters to confirm issuance and document accuracy.	
	Intellectual Property Rights	HCDE shall possess the legal ownership, right and title to any data, materials or intellectual property, invention, works made for hire, or discovery made or conceived by Contractor in the course of or in connection with this Contract. Contractor agrees to promptly and completely inform and disclose to HCDE all inventions, designs, improvements, works made for hire, and discoveries that Contractor may have during the Term of this Contract that pertain or relate to the business of HCDE or to any work carried on by HCDE, whether conceived by Contractor or not, which were conceived during regular working hours and all such inventions, designs, improvements and discoveries deemed patentable by HCDE.	

Clause 37 CLAUSE/DESCRIPTION **SAMPLE WORDING** Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, the Interlocal Agreement/Contract (the "Agreement" Introductory Paragraph or "Contract") is made and entered into between Harris County Department of Education ("HCDE") and <u>Governmental or Local</u> <u>Governmental entity</u> for the purpose of performing governmental Interlocal Agreement functions and services and to state the terms, rights and duties of the Contracting parties during the 20XX-20XX school year. This Contract (the "Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located at 6300 Introductory Paragraph -Irvington Blvd., Houston, Texas 77022 and Fill in Contractor's Name, Contract Address, City, State and Zip Code for Contractor to provide services to HCDE in accordance with the terms and conditions specified herein.

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Clause	38
CLAUSE/DESCRIPTION	SAMPLE WORDING
Non-Appropriation of Funds	The Term of this Contract is a commitment of HCDE current revenues only. The HCDE fiscal year runs September 1 through August 31. If funding for the continuance of the services required under this Contract is withdrawn, HCDE reserves the right to terminate this Contract in accordance with < Article XX — > Termination. Funds are not presently budgeted for performance under this Contract beyond the end of the current fiscal year (August 31). HCDE shall have not liability for payment of any money for performance under this Contract after the end of any fiscal year until and unless such funds are available and budgeted.
Non-Completion of Contract	If Contractor is unable to complete the mutually agreed-upon work in the mutually agreed-upon time, Contractor shall notify the HCDE <u>Fill in the Name OR Title of HCDE Employee, ex. Director of Purchasing</u> in writing.
Non-Exclusivity	Nothing in this Contract may be construed to imply that Contractor has exclusive right to provide HCDE these services. During the Term of the Contract, HCDE reserves the right to use all available resources to procure other professional services as needed and, in doing so, will not violate any rights of Contractor.

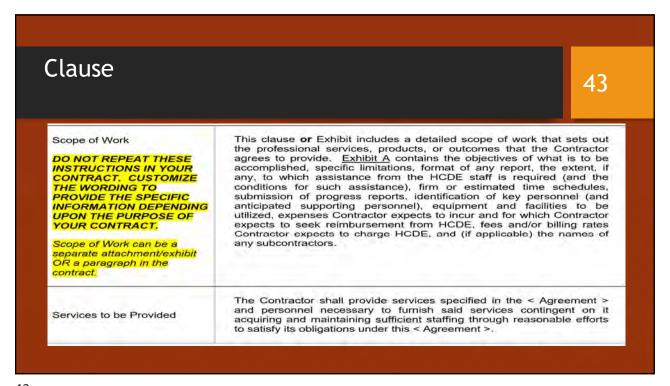
Clause			39
CLAUSE/DESCRIPTION Notice	Any notice provided under the the other shall be in writing and receipt requested. Notice to sha	PLE WORDING terms of this Contract by either party to d shall be sent by certified mail, return all be sufficient if made or addressed as	
	party by giving notice of such return receipt requested.	Contractor Name	

ause	
CLAUSE/DESCRIPTION	SAMPLE WORDING
Payment Bond or Performance Bond Usually the amount of the Contract, payment bond for Contracts > \$25,000 to \$100,000 and performance bond in excess of \$100,000.	The Contractor is responsible to furnish a payment/performance bond in the amount of \$XXX,XXX. The performance bonds may be in the form of a bond executed by a surety (insurance) company authorized by the Texas Insurance Commission. The performance bond may also be in the form of a certified check upon a state or national bank or trust company. All such checks and certificates of deposits shall be drawn payable to the order of HCDE and delivered to HCDE prior to beginning work. The performance bond will be released upon acceptance of the work performed by the Director of XXXX and payment of the final invoice. The performance bond shall be issued for a period of time which shall be not be less than the length of the contract plus the number of months/days required to deliver any outstanding order after the close of the contract. Failure of Contractor to perform any services required by the contract within thirty (30) days of receipt of written demand for performance from the HCDE, or failure of Contractor to correct or replace defective goods or products within thirty (30) days from receipt of written demand therefore, may constitute a total breach of contract, and may cause contract to terminate. In the event of such termination the performance bond shall be retained by HCDE as liquidated damages, based upon mutual agreement and understanding between Contractor and HCDE at the time the contract is awarded.

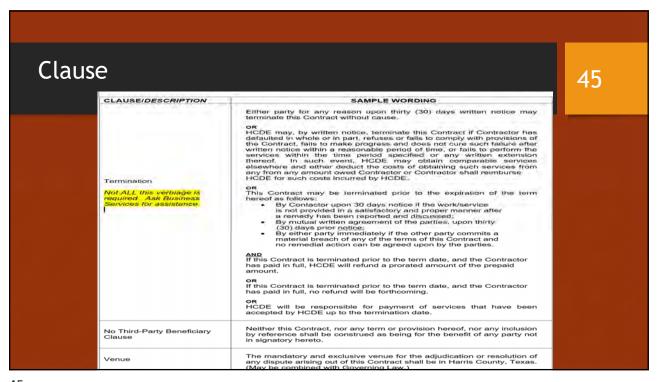
CLAUSEIDESCRIPTION Contractor warrants that is has good title or license to the < Product > provided to HCDE. Contractor further warrants that it has the right to license and does hereby license the use of < Product > to HCDE free of any proprietary rights, liens, or encumbrances of any other party. Contractor shall protect, hold harmless, and indemnifies HCDE from any and all claims, assessments, suits of law or in equity, expenses, attorneys' fees, and damages arising from Contractor's actual or alleged infringement of any U.S. or foreign patent, trademark, or copyright. SAYING NO Contractor is expressly forbidden to use any data generated within the Contractor's scope of services to HCDE without prior written consent by HCDE. SAYING YES Contractor may use data developed during the performance of the Contractor's scope of services to HCDE provided HCDE provides prior written consent.

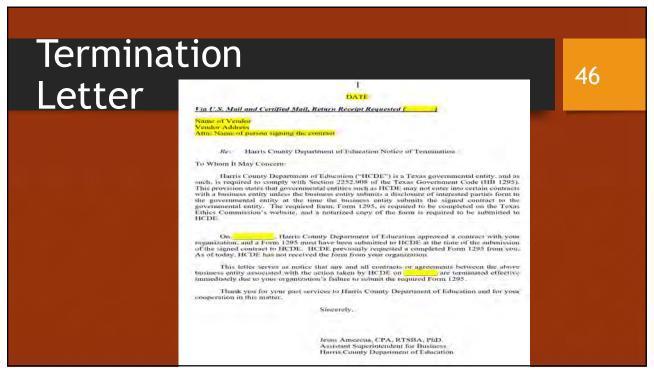
41

Clause		42
CLAUSE/DESCRIPTION	SAMPLE WORDING	
Purpose	HCDE agrees to retain Contractor and Contractor agrees to provide services to HCDE as fill in the blank and to perform the duties and all the necessary labor and resources needed to provide the services set forth in EXHIBIT A. Contractor shall also perform such other related services and duties as are customarily performed by all contractors in a similar position.	
Recitals	HCDE is a governmental unit established to promote education in Harris County, Texas. Contractor is a(specify profession) duly authorized to provide such professional services in the State of Texas. Both HCDE and Contractor desire to set forth in writing the terms and conditions of their agreement. OR	
	Therefore, HCDE engages the services of Contractor, and in consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agrees as follows:	
Review of Progress	HCDE reserves the right to monitor to progress of Contractor.	



auseidescription	SAMPLE WORDING
Severability	In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
Signature	In witness whereof, HCDE and Contractor have executed this Contract to be effective on the date specified in Term above: Contractor Name Fill In Name of Co/Contractor By: Signature Title: Fill In Title Address City, State and Zip Code Telephone/FAX Number In witness whereof, HCDE Harris Co. Dept. of Education By: Title: 6300 Irvington Bivd. Houston, Texas 77022 713-696-8250/713-696-0740
Sole Agreement	This Contract is the sole agreement by which the above parties will abide relative to the purpose(s) of this Contract.
Term	This Contract is effective as of < BEGINNING DATE > and shall continue in effect until < ENDING DATE > (the Term'). HCDE may elect to extend the Contract upon multial written agreement with Contractor, All Contract extensions shall be subject to the terms and conditions specified herein. At the sole discretion of HCDE, the Contract may be renewed for an additional < ONE, TWO or THREE YEARS > with the authorization of the < BOARD OF TRUSTEES, SUPERINTENDENT >. In the event that the option to renew is exercised, HCDE will notify the Contractor





10 Best Practices for Evaluation Teams

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- 1. Get buy in from your stakeholders department heads and your Admin.
- 2. Plan Schedule and Execute
- 3. Be ready at all times Due Diligence
- 4. Perfect Agenda Item language
- 5. Document Document
- 6. Be Aware of Conflict of Interest
- 7. Ask Questions
- 8. No Surprises
- 9. Come to a consensus and Recommendation Memo
- 10. Follow up with the next step, Anticipate and Finish the Process

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What questions do you have?



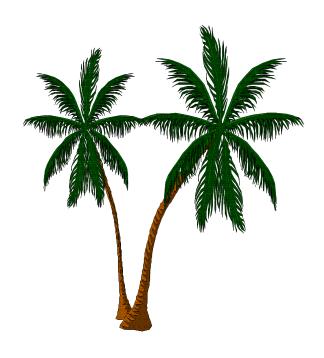
48

- Copies of templates are available upon request. These get updated every year. For any questions,
- •Dr Jesus J. Amezcua, CPA RTSBA, CPFIM
- Assistant Supt for Business
- Harris County Dept of Ed
- •956-324-9827 jamezcua@hcde-texas.org



SUMMER SESSION 2024

THE FORTRESS OF SOLITUDE (COPING WITH UNCERTAINTY)

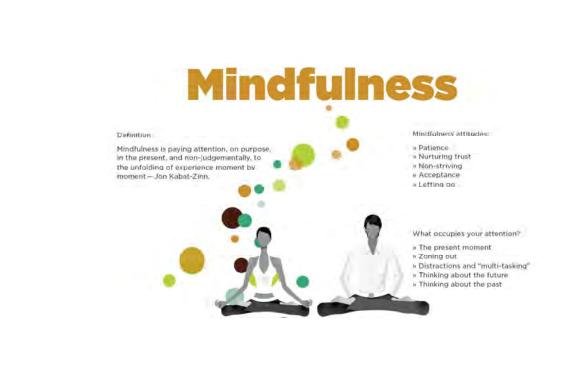


SPEAKER:

Meliton Moya

The Fortress of Solitude (Coping with Uncertainty)

Presented at the
Institute for Supply Management - RGV
Summer Session 2024
Thursday, June 27, 2024
By Melitón Moya, Ph.D.





Top 10 Fears of 2018

The Fears	% of Very Afraid or Afraid
Corrupt government officials	74.0
2. Pollution of oceans, rivers, and lakes	62.0
3. Pollution of drinking water	61.0
4. Not having enough money for the future	57.0
5. People I love becoming seriously ill	57.0
6. People I love dying	56.0
7. Air Pollution	55.0
8. Extinction of plant and animal species	54.0
9. Global warming and climate change	53.0
10. High Medical Bills	53.0

The Chapman University Survey of American Fears

Top 10 Fears of 2022

The Fears	% of Very Afraid or Afraid		
1. Corrupt government officials	62.1		
2. People I love becoming seriously ill	60.2		
3. Russia using nuclear weapons	59.6		
4. People I love dying	58.1		
5. The U.S. becoming involved in another world war	56.0		
6. Pollution of drinking water	54.5		
7. Not having enough money for the future	53.7		
8. Economic/financial collapse	53.7		
9. Pollution of oceans, rivers, and lakes	52.5		
10. Biological warfare	51.5		

The Chapman University Survey of American Fears

Top 10 Fears of 2023

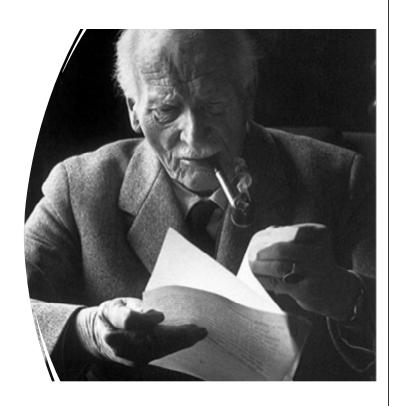
The Fears	% of Very Afraid or Afraid		
1. Corrupt government officials	60.1		
2. Economic/financial collapse	54.7		
3. Russia using nuclear weapons	52.5		
4. The U.S. becoming involved in another world war	52.3		
5. People I love becoming seriously ill	50.6		
6. People I love dying	50.4		
7. Pollution of drinking water	50.0		
8. Biological warfare	49.5		
9. Cyber-terrorism	49.3		
10. Not having enough money for the future	48.0		

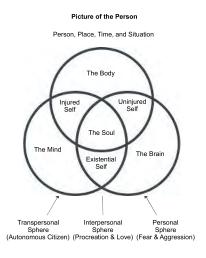
The Chapman University Survey of American Fears

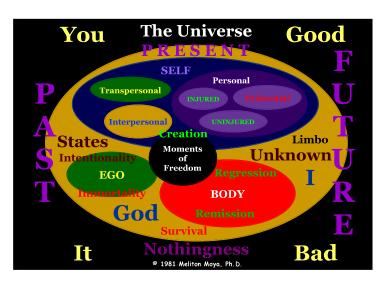
Carl Gustav Jung Born: July 26, 1875 Died: June 6, 1961

"What you resist will not only persist but will grow in size."

When we repress anxious feelings, they generally surface in other ways: insomnia, nightmares, isolation, anger, depression.







Four States of Being in the World:

- the Body and the Soul
- · the Brain and the Mind

Three Analytical States:

- Transpersonal gender, race/ethnicity, profession, etc.
- Interpersonal you and the ones you esteem or don't
- Personal the you that only you knows

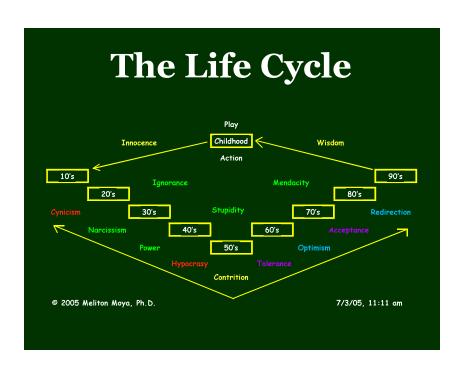
Three Experiential States:

- Injured Self real or perceived injustices
- Uninjured Self the superhero complex
- Existential Self the one lost in doing for self and others

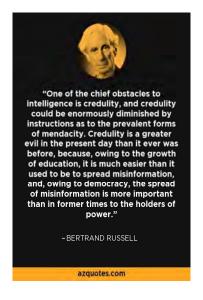


Four Vantage Points to understand how people see things

- **Insider Looking In** the in-group, satisfied with the way things are; pure show is required outside circle of loved ones
- Insider Looking Out part of the in-group but are not satisfied with the way things are; usually the popular ones
- Outsider Looking In want to be part of the in-group but are not accepted, wannabes
- Outsider Looking Out rebels and iconoclasts, always looking to improve the situation



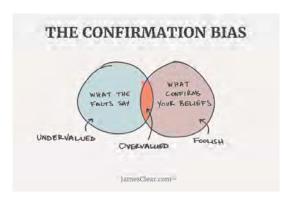
Credulity, Mendacity, & Critical Thinking

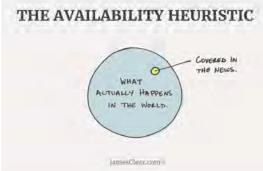




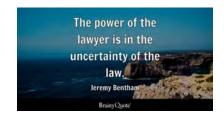


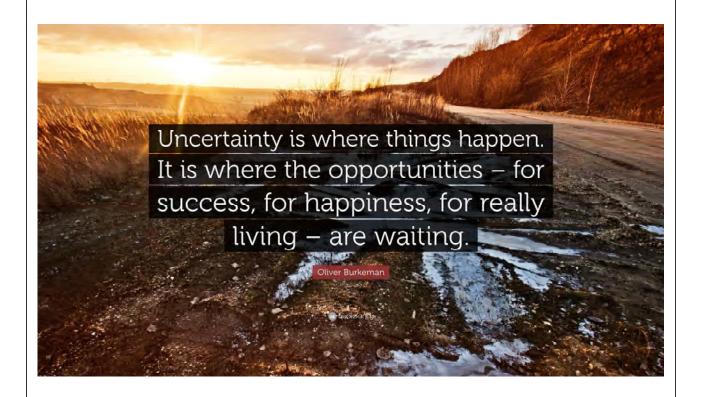
Who Controls the Narrative?











Things to Know About Uncertainty

- Uncertainty offers both creativity and paralysis.
- Without curiosity, we come to understand too quickly and fall into 'premature certainty' (Stewart et al, 1991)
- Research shows that people react differently to uncertainty, and that those with a higher intolerance for uncertainty may be less resilient and more prone to low mood, negative or down feelings, and anxiety.

APA's October 2022 Stress in America survey

 Research also shows that job uncertainty tends to take a more significant toll on our health than losing our job.

Things to Know About Anxiety

- Anxiety is the primary warning system in our DNA
- Anxiety can make us cautious in decision-making and in solving problems. It's there for a reason.
- Anxiety comes with deeply personal cues that can heighten self-awareness and well-being.
- Anxious people are known to be excellent researchers, analyzers, and critical thinkers.
- Civilization and Its Discontents (Sigmund Freud, 1930)

Why So Much High Anxiety

- Ninety percent of Americans today are affected by anxiety.
- · Too much uncertainty for our brains.
- The negative nature of our 24/7 news cycle.
- Increases in racial and political tensions.
- Increases in the signs of global warning.
- · Increases in random acts of violence.
- Social media's effects (exaggeration & embellishment).
- The residuals of a global pandemic (and conspiracies).



ANXIETY DISORDER: feelings of excessive worry about events, activities and situations



DISORDER: unwanted recurring thoughts and compulsive, repetitive behaviors



STRESS DISORDER extreme anxiety and distress symptoms due to being exposed to a traumatic event



PANIC DISORDER: intense and recurrent panic attacks that occur unexpectedly



SOCIAL ANXIETY DISORDER: feelings of extreme anxiety in social situations







What To Do About Anxiety

- Flip the narrative. Harness it, leverage it, repurpose it.
- Understanding what triggers anxiety in your system makes it easier to tackle the stressing agent.
- Our brains don't stop growing. Our mindsets get stuck in rigid routines and anxious thought patterns that limit our brains.
- Sit with your feelings; lean into the discomfort or agitation.
- Get accustomed to the feelings; know that you can survive it.
 Doing this gives you more time and space to make conscious
 decisions about how to act or respond. This is how a new
 neural pathway is established.

The Amygdala & Our FEAR Response

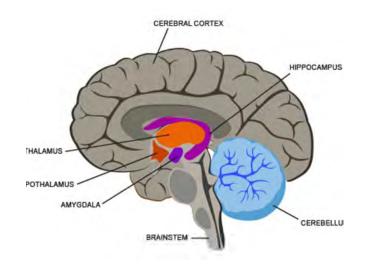




Brain Plasticity

The brain can adapt in response to the environment. It is an enormously adaptive organ, and we can lay down new neural pathways and set down new ways of thinking, feeling, and behaving that can change our lives.

Good Anxiety: Harnessing the Power of the Most Misunderstood Emotion by Wendy Suzuki, Ph.D.



Coping with Uncertainty

- · Quiet the limbic system.
- Stay positive. Be kind to yourself.
- Know what you know and what you don't know.
- Embrace what you can't control. Control what you can.
- · Don't seek perfection.
- Don't dwell on problems "Energy Follows Thought".
- Know when to trust your gut.
- Have contingency plans . . .
- · When all else fails, breathe.

More Coping Strategies

- Don't resist. Let go. Choose to feel.
- Don't believe everything you think.
- Invest in yourself (e.g., self-care).
- Stop looking for someone to rescue you.
- Be brave. Take risks. Be open to surprises.
- · Find meaning in the chaos.
- · Focus on the short term.
- · Focus on what matters.
- Try to stay in the moment.

The Power of Journaling

- Expressive writing imparts extraordinary health benefits, from lowering blood pressure and boosting your immune system to fighting depression and feelings of negativity.
- Journaling is also associated with increased selfawareness, tapping into your creative mind and intuition, emotional release, reducing stress, improving memory, decluttering your mind and reaching your goals.

Design Your Own Fortress of Solitude



Self-Compassion

The practice of being kind and understanding to ourselves when confronted with a personal flaw or failure.

Research shows that the No.1 barrier to self-compassion is fear of being complacent and losing your edge.

All the research shows that's not true. It's just the opposite. Self-compassion leads to greater personal improvement, in part, through heightened acceptance and spurs positive adjustment in the face of regrets.





SUMMER SESSION 2024

YOUR PARTNER PURCHASING COOPERATIVES



SPEAKERS:

Carol Cooper Narita Holmes



WHAT IS YOUR BUSIEST TIME OF THE YEAR?

- End of fiscal year
- Before holidays
- Grant due dates
- Natural disaster
- Before school begins



LET'S TAKE YOUR COOPERATIVE STRATEGY TO THE NEXT LEVEL

Carol Cooper, C.P.M., CPPO, CPSM
N&C CONSULTING

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Cooperative vs Interlocal Agreement

Interlocal = a group of local governments forming a group to purchase common items in aggregate quantities.

Cooperative = agreements formed by an organization whose purpose is to perform the purchasing function for their members.

Today is about Cooperative agreements



Help! Cooperatives to the Rescue

- . Reduced administrative efforts
- . Simplified procurement process
- Access to quality contracts and qualified vendors
- . Receive services and products faster
- . Competitive volume pricing rate

5



Before The Requests Pile On

Have a stable of cooperatives

- Due diligence for each one
- Check on them occasionally
- Know their culture, mission, vision and legal status
- Checklist before joining
- Checklist before procuring
- Compete the coops checklist



PROACTIVE BEST PRACTICES

- Identify cooperatives that have products/services you may need
- Get governing body approval for each individual cooperative
- When ready to make a purchase, research which approved cooperatives have the goods or services needed

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PROACTIVE BEST PRACTICES (cont'd)

- Request each coop submit a written offer or capture the documentation from each website (Handout)
- Compare the offers and select the best.
- Need to allow local vendors an opportunity to compete?
 - Make it clear in your instructions and solicitation that organized cooperatives will be submitted also



PROACTIVE BEST PRACTICES (cont'd)

- Create a file just like would be done for any other solicitation
- Give it a bid number
- Include in the file:
 - Documentation the cooperatives meet state law
 - The awarded items are indeed included in the coop contract with the providing vendor
 - Documentation of all offers received, both coop and if applicable non-coop respondents

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Checklist Before Joining

- What Texas law?
- When established who does it serve local, regional, national?
- Who runs the coop?
- Who issues the solicitation?
- Who evaluates and awards?



Checklist Before Joining (cont'd)

- Who manages contracts and vendors?
- Who pays fees to the coop and how much?
- Can contract information be downloaded or viewed?
- Are staff background, experience and certifications listed online?
- FEMA EDGAR 2 C.F.R. 200 compliant?

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A Word About Disasters and 2 C.F.R. 200.318(E)

YES – you can use a Cooperative Agreement for disasters BUT.....

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity (NFE) is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.



Terms & Conditions Examples

<u>Competitive Pricing</u>: It is the intent of the county to consider Interlocal Cooperative Agreements and State/Federal contracts in determining the best value for the county.

<u>Interlocal Agreement</u>: Successful bidder (Seller) agrees to extend prices for the goods and/or services to be provided by Seller described in this Contract/Purchase Order to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with Travis county.

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99999999999999999

Does the Purchasing Office Market Available Coops to the Departments?

- **YES**
- □ NO



Checklist Before Procuring

Due Diligence

Document - Document - Document

- Receive or download written verification of contract content and pricing.
- Understand terms and conditions of contract can they be changed to fit your needs?
- Does coop advocate for member entity problem solve?

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During and After Procurement

- Create file just like you do for your solicitations
- Such as:
 - Request for product or service
 - Product/service award at time of your purchase
 - All offers received, both coop and if applicable non-coop respondents
 - •Documentation the cooperatives meet state law
 - •The awarded items are indeed included in the coop
 - Contract with the providing vendor



During and After Procurement (cont'd)

- Manage the PO/Contract
- Evaluate the vendor
- Retain

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Some Questions to Consider When Vetting a Coop

- 1. Do you use contracts solicited by other governmental entities?
- **2**. What is the competitive process?
- 3. Do you calculate potential savings for your members?



Some Questions to Consider When Vetting a Coop (cont'd)

- 4. Is there a sign-in and password needed to access contracts?
- 5. Can I print what I need from your contracts, or will a representative have to compile and send to me?
- 6. How transparent is the website? Besides the award is the process, evaluation and award document posted?

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Helpful Tools - Aggregated Cooperative Contracts

- Pavilion <u>www.withpavilion.com</u>
- Procurated home.Procurated.com

These companies aggregate valid cooperative contracts for many sources, individual entities, other cooperatives, from across the country. The provide many tools to find the right cooperative for you.

• Next slide example of search options



Helpful Tools

Search for product or service in multiple ways:

- Many filters; by coop, supplier, HUB, year, lead agency, state
- Search by product name or brand name
- Both National and Local cooperatives

Search solicitations to review and use as examples

Get direct contact information for suppliers

User friendly

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Handouts and RESOURCES

- Handout
 - Cooperative Contract Discount Calculation Form
 - Cooperative Organization Due Diligence before Joining
 - Cooperative Contract Due Diligence when Completed
- Resources
 - Charles Oberrender
 - N&C consulting
 - Phillip Vasquez, SGSG, LLC



THANK YOU

N&C Consulting



Carol Cooper, C.P.M., CPPO cacooper@tx.rr.com 214-202-5903



Narita Holmes, MBA, C.P.A., CIA
naritaholmes@utexas.edu
432-349-0116







The materials provided in this presentation and any comment or information provided by the presenter are for educational purposes only and nothing conveyed or provided should be considered legal advice. Please contact your own attorney with any specific questions you have related to the information provided that are of legal nature.

Cooperative Contract Discount Calculation Form

Vendor Name:	
Quote Number:	
Coop Name:	
Contract Number:	
Prepared by:	
Signature:	

By signing this form, I affirm that the price(s) shown is/are true and correct according to the coop contract discount terms.

	Contract Per Cent					
Item Description	Qty List Price		Discount	Discount Amount	Net Price	
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	1		,,	<u> </u>	<u> </u>	
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				Total	>	

City of Fulshear Purchasing Office PO Box 279 Fulshear, TX 77441

(281) 346-8812 coberrender@fulsheartexas.gov

Not sure really how much difference it makes in the long run other than the principal of the thing. The fee is going to get figured in somewhere, just might not be as blatantly apparent. Having worked for a coop, I can say that the coop can award a vendor a contract, but you can't make them follow the procedures. At least until they get caught pulling a fast one. Most of these salespeople know NOTHING about the coop program rules so they don't really know how to calculate your coop price correctly. You have to make them prove its compliant. What worries me most is since most all coop contracts are discounts off of list, there still is no truly verifiable way to make sure they are charging you the true price. Price lists go out of date constantly and while they may get the % of the discount right, they can be fluffing the list price to where you really are not getting the best price. You might be getting the discount, but the end result sales price fluctuates constantly with no real way to police it.

In my never-ending battle to build a better mousetrap, I have prepared a worksheet that I am now requiring every coop contract purchase order to include. While the vendor filling it our still can probably outsmart me (like that takes much!) and cheat the system if they want to, at least this form has them signing to the effect that "the price shown is true and correct according to the coop contract terms". That might give some nefarious person a little pause before adding in the "fraud coefficient" into their calculations.

Shared with permission of Charles Oberrender, Purchasing Coordinator for the City of Fulshear, Texas

Cooperative Organization Due Diligence (Before Joining) Coop Name:

QUESTION	YES	NO	COMMENTS
Does the coop have products/services you need?			
Was the coop formed under Texas GC 791 or LGC 271?			
Is entity required to enter into an Interlocal Coop Agreement?			
How long has this coop been operating? Has there been mergers? If so, with whom? When?			
Who runs the coop? (public entity, not-for-profit, for profit)			
Is there an entity fee?			
Who manages the awarded contracts and vendors? Can you easily contact the responsible coop employee?			
Is there a vendor fee? If so, how is it calculated?			
Does the coop conduct its own solicitation process?			
Was there notification of the contract opportunity? How were vendors notified?			
Does the coop have a standard solicitation evaluation and award process published on the website?			
Does the coop have an advisory board of public procurement experts?			

QUESTION	YES	NO	COMMENTS
Does the coop make available for use any contracts solicited by public lead agencies?			
If so, how are the vetted by the coop?			
Does the coop have a user-friendly website?			
Can in-depth contract information be easily found?			
Can coop solicitation and contract information be downloaded for retention?			
Is the coop willing to submit a written quotation or proposal for your identified needs? (shop the coops)			
Does the coop solicit local vendors?			
Do any local vendors participate in this coop's contracts?			
Is the coop solicitation process FEMA – EDGAR – 2 CFR 200 compliant?			
Is that clearly visible on the website?			
Is there an entity rebate? If so, how is the rebate calculated? What are the entity responsibilities to be eligible for rebate?			
	f	·:	
Beyond the initial due diligence, each coop should be reviewed	for con	tinuea	compliance every 2 – 3 years.
Initial Due Diligence Performed by:			
Date:			
Subsequent Review:		Dat	te:

Cooperative Contract Due Diligence:

Check When Completed

Pricing

1	Market Price Survey completed of what the prices should be?
2	Are the Coop Contract Prices in line with your Market Price Survey?
3	How was the bid pricing evaluated?
4	How is the escalation pricing structured? Example Catalogue updated, CPI revised, PPI revised, or other method.
5.	Are there copies of approved pricing updates?
6.	Was pricing from a Market Basket Survey and do you have a copy of the comparisons?
7	Can you determine, which Coop Contract offers the Best Valued Pricing?
8	Vendor with the best pricing.
9	About the same.
10.	Rebate Amount
Con	atract Compliance and Performance
11	Due Diligence included a copy of the insurance requirements and requirements.
12.	# of years has the Vendor has held the Coop contract? (too short or too long could be negatives)
13.	Has the Coop ever suspended or sent a "Cure Letter to the vendor?"
14	Does the contract have more than 18 months left (not counting renewals)?
15.	Did the Bid Solicitation include a Bidder (Vendors) Conference?
16.	Was the Bidders Conference Mandatory?
17	Dunn and Bradstreet Number
18.	Vendor Finances verified/checked/evaluated prior to award.
19	Vendor Finances.
20.	Received more than 2 Bids/Proposals
21.	Less than 20% bidders awarded or no more than 1 in 5; except a manufacturer discount solicitation
22.	Is recommended Vendor registered with State of Texas?
	https://direct.sos.state.tx.us/acct/acct-login.asp
<u>Fed</u>	eral Grant Funds Used
23	Check the Federal Debarment List website. www.epls.gov
-	Not Debarred.
24	Check the State Debarment Website.
	http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/
-	Not Debarred
25.	Any rebate Fees need to be tracked and placed back into the Grant Funds.
26	Number of Coop Contracts evaluated (three recommended)

REVISED 05-01-2019 1

Coop Questionnaire 5-01-2019 (Check all that apply)

·	•			
Questions (YES or NO)	Coop #1	Coop #2	Coop #3	Coop#4
Contract was Legally Advertised				
Coop Award Contract Due Diligence Documents can be downloaded				
3. Contract evaluated by Government Employees				
4. Contract awarded in a legally posted public meeting by Governing Body				
5. Contract allows for T's & C's changes to comply with local requirements				
6. Contract allows for local Venue, Jurisdiction and Governing Law				
7. Bid Solicitation included a Bidder (Vendors) Conference				
8. Scope of Work or Specs Detailed enough by Local Government Standards				
Solicitation allowed for similar items to be included or added to the contract				
10. The day to day Contract is Managed by Coop				
11. Coop Contract is a Piggyback Contract (like CCGPF)				
12. The Coop is Government or non-Profit				
13. Local Government already a Coop Member				
14. Coop has a documented procedure to help members solve problems				
15. Coop has a reporting mechanism listing contract problems				
16. Coop has a history of being responsive to the Local Government				
17. Vendor has a history of being responsive to the Local Government				
18. Contract requires the same or similar insurance requirements as Local Government				
19. Coop Contract has a significant Volume above \$50 million				
20. Contract has more than 30 months left, including renewals				
21. Contract Vendor has Local Presence or offers extra value				
22. Coop tracks members' spending with POs or Vendor Reporting				
23. Coop has contact info for Questions and received follow-up quickly				
24. Requires ILA or Participating Member				
25. Coop is a member of NCPP				
26. Coop has Field Representatives to assist members				
27. The Coop is more than 15 years old				
28. The Contract allows for volume discounts				
29. Coop is a Local Government or Non-Profit				
30. Coop provides a rebate to the members				
31. Coop has an Advisory Board				
32. No Fee to use the Coop for Members				
Total Check Marks				
	1	<u> </u>	l .	<u> </u>

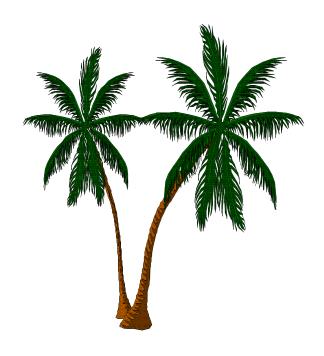
SGSG, LLC

REVISED 05-01-2019 2



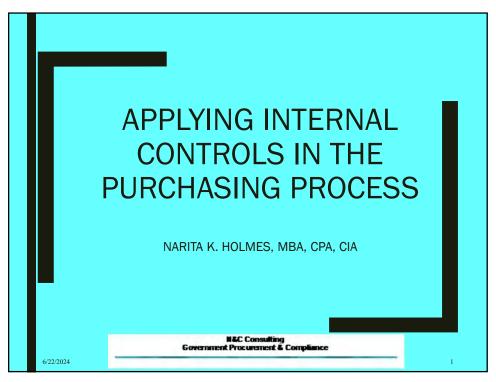
SUMMER SESSION 2024

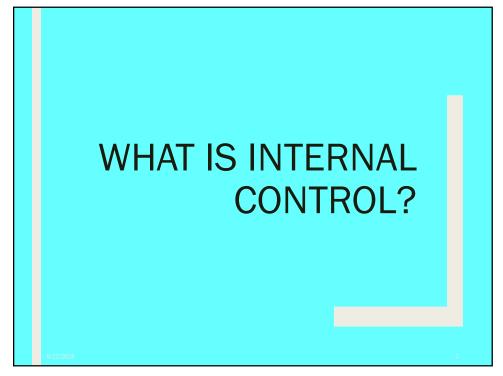
APPLYING INTERNAL CONTROLS IN THE PURCHASING PROCESS



SPEAKER:

Narita Holmes





Internal Control

Internal control is an interlocking set of activities that are layered onto the normal operating procedures of an entity, with the intent of safeguarding assets, minimizing errors or fraud, promoting accountability and ensuring that operations are conducted in an approved and efficient manner.

6/22/2024

3

Why We Have Internal Controls

The international Framework for Internal Controls was established to help entities:

- --achieve their goals and objectives
- --provide accountability for activities
- --provide reasonable assurance regarding achievement in areas of:
 - -Operations
 - -Reporting
 - -Compliance

6/22/2024

4

Components of Internal Control

- Control Environment
- Risk Assessment
- Control Activities
- Communication
- Monitoring

6/22/2024

5

Types of Controls

Preventive Controls:

- Segregating duties
- Requiring approvals
- Securing assets
- Password protection
- Using document control numbers
- Testing for drugs

6/22/2024

6

Types of Controls

Preventive Controls:

- Positive pay system
- Rotating jobs and duties
- Backing up computers
- Pre-employment testing
- Pre-employment background checks
- Documented policies and procedures
- Training and fraud awareness programs

6/22/2024

7

7

Types of Controls

Detective Controls:

- Written confirmations
- Reconciliations
- Management reviews
- Counting inventory
- Hot lines
- Data analytics and monitoring
- Internal and external audits

6/22/2024

8

Types of Controls

Corrective Controls:

- Training personnel
- Redesigning processes
- Improving controls
- Budget variance reports
- Insurance
- Civil or criminal action
- Disciplinary measures

6/22/2024

9

Emphasis on Potential for Fraud

- Manipulation of financial information
- Misappropriation of Assets
- Corruption such as:
 - -Bribery
 - --Kickbacks
 - -- Conflicts of Interest

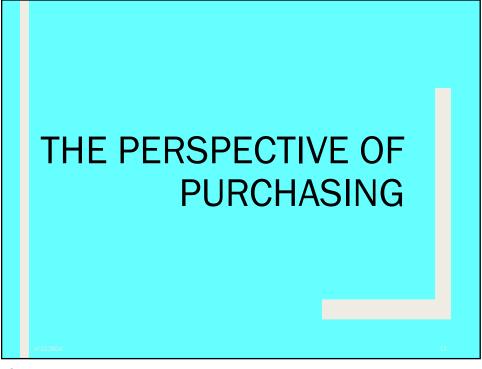
6/22/2024

10

Emphasis on Potential for Fraud Typical Risks and Possible Fraud Vulnerability Procurement **Process Phase** Procurement · Need Recognition Scheme Planning · Bid Tailoring • Inadequate Market Survey • Inadequate Project Planning Solicitation • Inappropriate Procurement Method Planning • Inappropriate Contract Type Use of Inadequate or Inappropriate Evaluation Criteria • Inadequate Consideration of Special Terms and Conditions Unjustified Sole Source Award Scheme • Bid Manipulation Bid Splitting Solicitation • Bid Manipulation • Bid Rigging · Subcontracting Fraud · Insufficient Bids Received No Response From Potential Suppliers 6/22/2024

11

Emphasis on Potential for Fraud Source · Conflict of Interest Selection · Failure to Comply With Established Evaluation Criteria · Selection of Unqualified Contractor • Failure to Negotiate a Reasonable Contract Price and Terms and Conditions • Insufficient Budget Contract Cost Overrun Administration • Fluctuation of Foreign Exchange Rate · Schedule Delay · Contractor Failing Acceptance Test Repeatedly • Delivery of Sub-Standard Goods (Product Substitution) · Unable to Reach Agreement on The Negotiated Shell Company Scheme Contract • No Proper Closeout 6/22/2024



13

Integral and Significant Part of the Big Picture

- Ensures appropriate use of taxpayer dollars
- Focuses on quality of products and services acquired for the best value
- Provides fair, open and transparent information in a level playing field to constituents

6/22/2024

14

Integral and Significant Part of the Big Picture

- Ensures compliance with Purchasing related laws, regulations and grant requirements
- Provides safeguards from fraudulent activities related to procurement

6/22/2024

15

Why Purchasing Internal Controls Matter

- Identifies risks that may have a major impact on the entity and its constituents
- Eliminates waste through proper purchasing procedures and redistribution of unneeded assets throughout the entity
- Protects from financial loss by ensuring best prices and qualification of vendors/contractors for the specified products and services

2/2024

Why Purchasing Internal Controls Matter

- Keeps purchasing processes separated:
 - --Purchase requests
 - --Verification of vendor and price
 - -- Issuance of purchase order
 - -- Receiving of goods
 - --Approval of invoices for payment
 - -- Inventory management

6/22/2024

17

Internal Control Provided by Purchasing Policies

- -- Appropriate approvals are required
- -- The Purchasing Office monitors purchases
- Approved Purchase Orders / contracts communicate terms to your vendors
- --Purchase Orders are numbered and accounted for
- --Access to issue POs is secured and restricted
- -Approved vendor lists are controlled by Purchasing

6/22/2024

18

Internal Control Provided by Purchasing Policies

- -Goods are received by receiving department
- Goods are inspected for quantity and quality at time of receipt
- Receiving information is documented at time of receipt on receiving document
- --Receiving documents may be pre-numbered

6/22/2024

19

Internal Control Provided by Purchasing Policies

- --Partial deliveries on Purchase Orders are properly recorded and subsequently monitored
- Goods rejected by receiving department are documented and returned. Accounts
 Payable is notified of the return
- -Invoices are matched by Purchasing to PO and receiving documents. Discrepancies are resolved

6/22/2024

Internal Control Provided by Purchasing Policies

- -- Purchases are monitored for Conflicts of Interest
- -- Procedures in place for cancelling Purchase Orders
- -Unmatched invoices in Accounting should be monitored
- -- Unmatched receiving reports should be monitored
- --Services received that do not match original Purchase Order should be investigated

6/22/2024

21

Internal Control a Purchase Order System Provides

A Purchase Order system should incorporate proper segregation of duties.

	Purchase of Goods	Purchase of Services
Initiates	Requisition—Person A	Requisition—Person A
Authorizes	Approves PO / Invoice—Person B	Approves PO / Invoice & Verifies Receipt of Services—Person B
Records	Accounting—Person C	Accounting—Person C
Reconciles	Budget Comparison—Person D	Budget Comparison—Person D
Controls / Custody	Receives Goods—Person F Distributes Payment—Person E	Distributes Payment—Person E
6/22/2024		22

ARE THERE ANY NEW CHALLENGES THAT SHOULD CONCERN US?

23

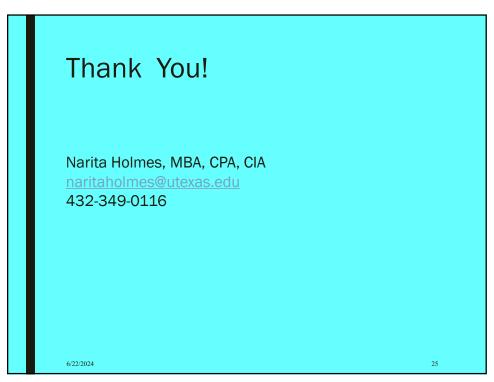
New Challenges

With the rapid spread of AI technology, we must consider:

- -- The accuracy of information provided to us
- -- The accuracy of information that we distribute
- --Does our policy and procedure manual address how we handle these types of issues when they occur?
- -- Ensure data integrity
- -- Prevent unauthorized transactions

6/22/2024

24





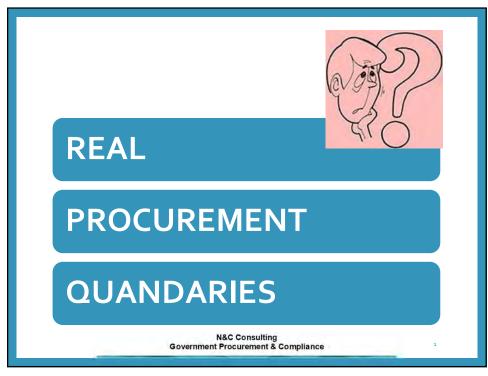
SUMMER SESSION 2024

REAL PROCUREMENT QUANDRIES



SPEAKERS:

Carol Cooper Narita Holmes



1

Starting with Common Questions

- 1. How do you deal with math errors in a bid?
- 2. Advantages and Disadvantages of Mandatory Pre-Bids and Site-Visits
- 3. Best Practice when vendor requests past bid tab or current bid

Starting with Your Specific Questions

- 4. Electronic bids how to handle some being mailed and some being electronic.
- 5. What can be waived as a technicality or considered an informality?

3

Now to some specific questions



4

I had a p-cardholder raise an interesting question this morning and I'd like to see how your entities handle this.

The p-cardholder was booking a flight to a conference. The airline offered a \$15 "Early Check-In" fee, or \$30 for a round-trip flight. We had some debate in the office as to whether this constitutes an upgrade since this used to be a free option.

Now that airlines are charging for things like early checkin, carry-on luggage, permission to use the plane restroom (I'm kidding on this last one...for now) – how does your entity address these types of charges? Are they allowed in the travel policy or considered extras?

5



Has anyone ever forgotten to send an advertisement to the paper?

If so, what are the consequences – legally?



I have been questioned and need some quidance please.

If you have posted a Notice of Request in the newspaper for RFQ's and state the RFQ's will be accepted until a certain date. Is it okay to accept an RFQ past the date stated on the notice?

7



Just wondering how you handle an evaluation committee member that is clearly biased toward one company when ranking the submitted proposals? Do you throw out that individual's scores and go with the remaining?

Prior to the solicitation posting, we make all committee members sign an agreement that states they will act in an unbiased manner and not discuss the process with anyone outside of the evaluation committee.

As I move through the day I find myself faced with numerous vendor's terms and conditions (in state and out of state) to sign. How is your cities handling certain verbiage in these terms and conditions?

I would like to create a "general terms and conditions" to lay on top of the vendor's terms and conditions for the vendor to sign, but does this really work or am I just spinning my wheels?

Any advice would be greatly appreciated.

9

9



One of my contractors has a payment claim against one of their bonds. My PM said that he use to release parts of their retainage to help them pay their subs. Have you all ever heard of that?

OAG Request for Opinion (KP-0157)

Whether relatives of a public official may perform uncompensated work for the official's office without violating nepotism laws if the relatives receive reimbursement of actual expenses or a per diem expense payment.

1

11

Our County Judge has put on the agenda to "exempt" purchasing from the competitive bidding under professional services. This is in reference to acquiring a Law Firm that does delinquent tax collections. I have maintained that law firms are not referenced as a professional service under the guideline of the Texas government code.

Our County attorney asked another attorney in Austin would it be legal to do this and he thought it would since the "Professional Services" does not have a list that is published under the Local Government Code.

Has anyone else run into this?



Recently the County Clerk went out for RFP's on software. Now that the Clerk has awarded the contract, she has received an open record request to provide copies of all proposals, some of which are several inches thick and may have proprietary information.

Does the Clerk have to provide the intact proposals or may she just provide the cost factors presented by each vendor?

13

13

I'M THE ONLY ONE

Yes, I know everyone is always claiming to be a sole source, so...... I need to know if a vendor can claim sole source due to logistics?

If a vendor is the only one in the state of Texas that has a particular material and the next closest is Missouri could sole source be used?

Insurance Requirements



- What are your insurance requirements for vendors?
- Do you have different insurance requirements for different jobs or scopes of work?

15

15

Posting of Bid Tabulations

Do you post your bid tabulations to your website <u>prior</u> to award or do you wait until <u>after</u> your court/council has approved before you post?

16

Business Lunch



Does anyone have a policy about or a list of what constitutes an approved business lunch that would be acceptable to be paid for with City funds/City credit card?

17

17

Rebid of Proposal

We had a proposal opening today with three responses. Two were nonresponsive. The department and management would like to advertise the project again. Can we do that before Council rejects the proposal that was responsive? Have any of you done that before?



Is anyone aware of any part of LGC that would allow an RFB or RFP respondent to be disqualified because the Governing Body dislikes the vendor's practices of Policies?

This Photo by Unknown Author is licensed under CC BY

19

19

My city manager asked today "how do we know our employees are not making personal purchases from a contract vendor and getting the City's contract discount for those personal purchases". This was in regards to us setting up a National IPA coop contract account with Lowes but could apply to any number of vendors.

I know what measures we have in place here, but I am curious as to what special measures any of you may have implemented to keep your employees honest in this regard? Thoughts?

Bid vs. COOP

For purchases of \$50,000 or more our options are Bid/Proposal or state/coop contract but not both.

Current issue....we sent out an IFB and awarded said IFB. Our commissioner has found a lesser price for an item on the awarded IFB and wants to purchase from that vendor. I did find that the vendor is on Buy Board. Can we bypass the awarded bid and purchase from the Buy Board vendor?

2

21

Library Books



I was wondering what other entities do for purchase of books for your Library.

Do you issue a large purchase order for the year or let the Library charge on procurement cards each month?

If the purchases are done with a company that has a state contract and is over \$50,000, do you get it approved by your governing board?

22

Foul – Go to the Penalty Box

I have had an occurrence happen today and need a little assistance on which way we should proceed.

One of our Project Managers took it upon himself to reach out to "what appeared to be the lowest bidder, because I know him, and confirm his pricing" on an open, still under review ITB.

I suggest throwing out the entire BID as it seems that it's been compromised to me. Any insight?

23

23





SUMMER SESSION 2024

HEADLINE NEWS ARTICLES



SPEAKERS:

Panel of Speakers

Where the Best www.AllStarRealtorsTX.com 8758-3378 GAG-3378 Homes Homes

Saturday, October 7, 2023

www.coastalcurrent.com

www.valleystar.com

10B

703 Homes For Sale 1002 Service & Repair

Valleywide

NOTICE TRUTH IN LENDING ACT

Bid Notices

102 Bid Notices

102 Bid Notices

102 Bid Notices

102 Bid Notices

Los Fresnos Consolidated Independent School District is soliciting Competitive Sealed Proposals for

CSP# 23-24-18 Mini-Gyms HVAC Upgrades

All proposals must be on a lump sum basis including General Contract, Electrical and Mechanical work. Digital Bid packages available at Ethos Engineering, email: imelda@ethoseng.net; phone: (956) 230-3435. An executed bid bond form in the amount of 5% for each proposal must accompany each proposal.

CSP# 23-24-18 Mini-Gyms HVAC Upgrades bid proposal due October 25, 2023 at 2:00 pm and read virtual (MS Teams) at 2:15 pm.

Login access details: Click here to join the meeting Meeting ID: 263 684 146 995 Passcode: hT26ki.

Pre-Bid Conference will be on October 17, 2023, at 10:00 am at Ethos Engineering: 1126 S. Commerce St. Harlingen, Texas. For virtual attendance please join Virtual MS Teams on your computer, mobile app or room device Click here to join the meeting

Meeting ID: 247 304 180 213 Passcode: DaMsah

Each Bid Proposal must be submitted in a sealed envelope to Ethos Engineering at 1126 South Commerce St., Harlingen, TX 78550 and shall be plainly marked "CSP# 23-24-18 Mini-Gyms HVAC Upgrades"

Faxed or emailed Proposals are not acceptable. LFCISD reserves the right to accept or reject any or all proposals and to waive any irregularities.



2606 BOCA CHICA BLVD BROWNSVILLE, TX 78521 (956) 541-8315 www.hacb.us

REQUEST FOR INTEREST(RFI)

The Brownsville Housing Opportunity Corporation (BHOC) a Public Facilities Corporation/Legal Instrumentality of the Housing Authority of the City of Brownsville (HACB) is hereby soliciting Statements of Interest (SOI) for the following item:

1. "HACB RFI No. 23-001 Leasable Space

END, OCTOBER 7-8, 2023

102 Bid Notices

ED ON ENVELOPE, "ATTN: PROPOSAL:

ESTER JUVENILE CENTER SMOKE N AND HVAC SYSTEMS

TS & MISCELLANEOUS FOR

Proposal RFQ = Qualifications

Dalia Loera at 956/544-0871 web site- Bids & Specs. Tab sing-bids-rfpg-addms-tabs/

in the REFERENCE "ATTN: ID/PROPOSAL/REQUEST FOR F YOUR RETURN ENVELOPE nty Purchasing Department - Building) 1100 E. Monroe St., Tx. 78520. Properly referenced be opened at the Cameron Street, Brownsville, Texas in the rom # 345 at 3:00p.m. (as per ine date.Bidders are invited to oloyment Opportunity Employer to reject any and all submittals

3

posal (RFP)

erica (PCA) is a national orking with a public agency or response by Vendors who ts/services to public sector



SATURDAY, SEPTEMBER 9, 2023

BORN

ship gation

BISD to discuss health insurance Sept. 18

BY GARY LONG STAFF WRITER

The Brownsville Independent School District Board of Trustees has scheduled a special-called meeting Sept. 18 on health insurance, postponing action on the status of the district's insurance consultant Roger Garza after a closed session at its Sept. 5 meeting.

Trustee Carlos Elizondo had placed an item for discussion and possible action in open session on the issue, but board president Jessica G. Gonzalez had it moved to executive session.

The executive session lasted until just before midnight but also concerned other matters. The board then tabled Elizondo's item and quickly voted 7-0 to hold the Sept. 18 meeting.

Elizondo said he placed the item out of concern about the number of bidders for third-party administrator of BISD's \$54 million self-funded insurance plan and the information they were given.

"I found out the information these bidders were requesting, there was 14 of them. They were being denied this information, so they truly could not get an adequate bid to the school district to be able to say 'veah we could save you money or we can't and we're out,' so these questions were asked. I got a copy of these questions with the answers by our hired Roger Garza,' told The Elizondo Brownsville Herald.

Elizondo raised the concerns at the board's Aug. 23 insurance committee meet-

At that meeting Garza explained that five out of 14 vendors that submitted bids to be the third-party administrator for BISD's insurance plan met the criteria to be selected finalists and were to make presentations at the meeting.

PLEASE SEE BISD, 12A

BISD

From Page 1A

Of those, only three, current TPA Blue Cross Blue Shield, United Health Care and Aetna, were selected finalists because the other two, Assertive and Lucent Health, would only submit certain information if they were selected finalists, Garza said.

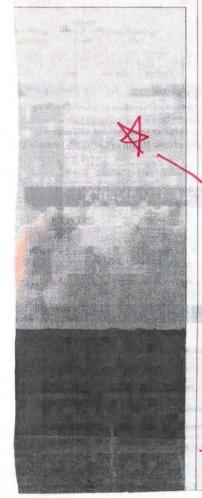
United Healthcare, Blue Cross and Aetna were to start their presentations when questions arose. The process was similar to the last time the contract was negotiated four years ago, but BISD converted to electronic submission this time, Garza said.

Garza also said there was about a 30-point spread between the top three and bottom two vendors on the selection criteria.

Trustee Eddie Garcia, the insurance committee chairman, said he felt the committee's consensus was to look "for something better than our current plan design offers, and definitely at a savings to taxpayers....That's the consensus of this board, to get the best for our employees and ... to hear presentations from the top five," Garcia said during the meeting.

Reportedly, the five vendors vying for selection as third-party administrator presented at a Sept. 1 meeting of BISD's employeed benefits committee. However, the meeting was not streamed on the district's YouTube channel as

is normal practice.



Former La Joya school board president sentenced in corruption scandal

BY DINA AREVALO STAFF WRITER

McALLEN — Former La Joya school board president Oscar "Coach" Salinas has been sentenced to one year and two months in federal prison for his role in a massive Western Hidalgo County public corruption scandal.

He was further ordered to undergo substance abuse counseling and drug testing after twice violating his bond conditions by using and testing positive for cocaine.

"Good or bad, the responsibility was to look after your community. You weren't doing that.... You were looking after your own welfare," U.S. District Judge Micaela Alvarez said before sentencing Salinas Tuesday afternoon.

"People who earn that privilege ... We are entrusted to look after the wellbeing of others, so, sort of taking care of our community," Alvarez said, adding that she becomes "troubled" when public officials violate their oaths.

Salinas is among a score of former elected or public officials in Western Hidalgo County who have been implicated in a broadreaching public corruption scheme involving vendor contracts, bribery, kick-backs, political retaliation and more.

Salmas originally pleaded guilty to one count of extortion in March of 2022.

The former school board president had an \$8,000 per month consulting contract with Jacinto Garza and his Mercedesbased firm L&G Consulting and Engineering.

As the 2020 election season got underway, Salinas learned that Garza supported one of his political adversaries, Everardo "Ever" Villarreal, who was at the time running in the Democratic Primary for the Precinct 3 seat on the Hidalgo County Commissioners' Court.

During a re-arraignment hearing last March, Salinas admitted to threatening to sever La Joya ISD's contract with its insurance agent, Ruth Villarreal Insurance Inc., lest Garza renegotiate Salinas' payment contract.

Ruth Villarreal, the principal of the insurance agency, is Everardo Villarreal's wife.

"If Defendant's contract was not renegotiated to include additional monetary payments Ruth Villarreal Insurance's contract at LJISD would be terminated," federal prosecutors said last spring.

But Garza refused to renegotiate his payment deal with Salinas, who was running for reelection to the school board that year.

"Garza subsequently terminated the agreement with (Salinas), and (Salinas) subsequently cast an official vote as an LJISD trustee to terminate Ruth Villarreal Insurance's contract," Assistant U.S. Attorney Roberto "Bobby" Lopez Jr. said then.

Salinas' threatening messages to Garza subsequently became public as part of a February 2020 lawsuit the La Joya school district filed against Ruth Villarreal insurance alleging breach of contract and fraud.

Ruth Villarreal later filed the profanity-laden text message exchange as part of a countersuit against the district in February of 2021.

She claimed the payment terms of the insurance contract were part of a settlement she and the school district had reached after she had been awarded a \$3.35 million judgment in a separate 2013 lawsuit against the district.

The more recent countersuit further details the political retaliation Ruth Villarreal and her husband allegedly experienced at the hands of Salinas and members of his "TeamUnIted" political slate.

"LHISD through the above listed slate of candidates continued to make threats against Villarreal and her husband. Members of that slate publicly stated that they would terminate Villarreal's contract," including Salinas who, "was kind enough to document his criminal conduct in writing," Ruth Villarreal's countersuit states, in part.

But in federal court on Tuesday, Salinas and his attorney, Christopher "Chris" Sully claimed that the insurance contract was a bad deal for the school district and its taxpayers.

"Voting against the contract was the right thing to do," Sully said, adding that a study conducted by the school district later found the contract rate was two to three times higher than the industry average.

"Regardless of what the propriety was of whether the contract was valid or not ... the manner in which the defendant conducted himself ... there is no excuse," Lopez, the prosecutor, said Tuesday.

In September 2021, a state district court awarded Ruth Villarreal a \$2.7 million settlement.

Sully conceded the point.

And when given an opportunity to address the court, so, too, did Salinas, adding that his drug addiction contributed to his bad decision making.

Meanwhile, Salinas said he has made a turnaround after his bail was revoked last year.

Since then, he has started a literacy group for inmates at the East Hidalgo Detention Center in La VIlla.

He has also taken part in various enrichment programs offered through the prison, pursued mental health help and has become sober, he said.

"The biggest problem in my life has been substance abuse," Salinas said.

NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE

The Santa Maria ISD will hold a public meeting at 6:0 0PM, August 30, 2023 in Santa Maria ISD Board Room, 11119 Military Hwy 281 Santa Maria, Texas. The purpose of this meeting is to discuss the school district's budget that will determine the tax rate that will be adopted. Public participation in the discussion is invited.

The tax rate that is ultimately adopted at this meeting or at a separate meeting at a later date may not exceed the proposed rate shown below update the district publishes

VAILEY & STA

SUNDAY, JULY 23, 2023

www.brownsvilleherald.com

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TEA seeks candidates for La Joya ISD board

BY MATT WILSON STAFF WRITER

The Texas Education Agency on Wednesday posted candidate applications for a board of managers at La Joya ISD, moving the district closer to state intervention that it plans to oppose.

After years of corruption scandals, the agency recommended in May the installation of a board of managers for the district — the most severe level of intervention.

In a split vote, the district's board decided to resist intervention after a contentious meeting later that month.

"Our educators, administrators, and support staff remain steadfast in their dedication to delivering a well-rounded education. promoting student achievement, and fostering a nurturing atmosphere that encourages growth and success at the highest levels," Board President Alex Cantu wrote in a statement addressing the agency's search for candidates. "Your continued trust and understanding are vital as the Board navigates the appeal process and works tirelessly on behalf of our community.

"By standing together, we can ensure that the best interests of our students and their future remain at the forefront of all decision-making processes."

The statement pledged diligence during the process and emphasized that a board of managers is not yet a forgone conclusion.

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According to the TEA, the district has the right to appeal the agency's special investigation unit's recommendation for intervention at a hearing scheduled to happen later this summer.

PLEASE SEE TEA, C3

NOTICE TO READERS

OFFICE CLOSED

The health and well-being of our oustomers and our community is always a top priority. Due to the ongoing concerns of the coronavirus or COVID-19, The Brownsville Herald Business Office will be closed until furthe notice. Payments may be made over the telephone by calling (956) 542-4301, or by mail at 222 N. Expressway 77/63 Suite 176, Brownsville, Texas 78521. Please accept our application for

AROUND THE VALLEY

Man accused of lighting couple's vehicle on fire

STAFF WRITER

Two men who allegedly lit a Progreso cou-ple's vehicle on fire suffered two fates: one was arrested Thursday and the other was burned.

Fernando Herrera Rodriguez, 39, of Weslaco, was arrested last week and charged

with arson. In the early hours of

BROWNSVILLE AND T. RIO GRANDE VALLEY

Public corrugion case headed to trial

A trial date has been scheduled for a man impli-cated in a far-reaching public corruption and fraud scheme out of west-

fraud scheme out of western Hidalgo County
Mariano Garcia, 49, of
Mission, will tentatively
head to trial on Feb. 27 on
one count of federal programs then.
The announcement
came during a brief status
conference Thursday in
McAllen federal court
Garcia—a civil enci-

McAllen federal court
Garcia – a civil engineer who founded M
Garcia Engineering in
2007 – is allegedly one of several key players in a

targeted numerousal government enritan western Hidalgo Cor

According to fall prosecutors, the con-cy involved bribes in paid to elected officin paid to elected officin exchange for their acnce and favorable as in approving energy-ings contracts with Indiana-based firm 6d Performance Seris Inc., or PSI.

The conspirators gedly targeted the Min City Council, the La ra Independent Schillist Council, the Agua Spal Utility District and oils. In Garna's case, lis

In Garcia's case, lis charged with participag

in a scheme to defraud Agua SUD out of millions of dollars.
Federal prosecutors allege Garcia paid nearly a quarter of a million dollars to former Petitizs chief of staff, Andres Morales.

"(Garcia) gave approximately \$249,839.13 to Andres Morales, through RGV Redlight, as instructed by the Agua SUD General Manager intending to influence and reward said General Manager for his official support and recommendation for Agua SUD to award the energy savings contract to M Garcia Engineering, according to the indictment.

In March 2022, Agua SUD filed a 24-page civil iawsuit against Garcia and his company alleging he had bilked the utility district out of millions of dollars.

Garcia served as an intermediary between Agus SUD and PSI, which had approached the utility district sometime between 2016 and 2017 with an opportunity to save money

2016 and 2017 with an opportunity to save money by upgrading electrical and other infrastructure. The plan involved installing LED light fixures and solar paneling, and upgrading customers to "smart" water meters, arong cither things.

among other things.
PSI and Garcia claimed

the upgrades would come at no cost to Agua SUD thanks to a state law that incentivizes cost-savings

projects.
But instead, Agua SUD took on some \$12 million in debt on the project — pay-ing \$11.4 million to PSI and more than \$345,000 to Garcia over the course of

Last January, two other men connected to the con-spiracy-at-large pleaded guilty to the allegations against them. Morales, the man

Morales, the man Garcia is accused of pay-ing off, admitted to accept-ing more than \$1.1 million in suckbacks and bribes as part of the scheme.

Valley cities laurch fitness challenge

FSLACO — It's time for It's Time.
That's right A news



Program Director Sam Gervase said. "We're at just over 4,000 participents just here in the RGV. I would say, per community, (the Valley has) the strongest represenhas) the strongest represen-tation. Over the last 5 to 10 Weslaco man sentenced in crash that killed 'best friend'



Lights form a Christmas tree Tuesday, at W.H.Beavin Memorial Park,

San Benito \$1.2 million project back on track

BY FERRIANDO DEL VALLE

neur bus bace's gravel-parding in.

After difficials launched the project with a 120-day innetable in September 2021, a company losing the construction bid filed a lawsuit, requesting the court great a reptraining order that delayed work for about few many filed and appearance of the court of the court

Wennesday:

LONG TOURNEY
During a meeting,
superintendent! Thereas
Servaling reseated school
board members with faising the series of hundles
officials have faced during
the construction of the
Jana Kay Leintrum
Auxiliary Services
Buildings porxion for
hundlings porxion
to lossive that we get this
project to where it needs
to be," also told board
members during a buildting committee meeting
juesing.

CONSTRUCTION CONSTANY
FILES LAWSUFF
In September 2021, ufficials learneded the project after the school board voted 4-3 to Award the construction bid to

Brownsville-based (act Teach with the control of th systype bid with a de-day timedable.

On Sept. 26, 2021, the company filed a lawaid, requesting a judge grant a temporary restraining order, Robert L. Guerra Jr., a Brownsville atterney representing the company said Wedrasoville atterney and Wedrasoville atterney from the superior of the said wedrasoville atterney and wedrasoville atterney or the superior of the said wedrasoville atterney for the wedrasoville atterney Guerra said the case

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DON PEDRO SAYS

"The Pearl Harbor event remind us that we can new let our guard down," Don Pedro emailed the news-

Pestro amaded the news-room.

"Affacies can come at any time, from any place," the city editor keyed back.
"Even from within our shores," the don wrute. And out went his remind-

NOTICE TO READERS

OFFICE CLOSED

The health and well-being of our oustomers and our community is always a top priority. Due to the ongoing concerns of the corona virus or COVID-19, The cyllis Harald Rusiness omce will be closed until furni notice. Payments may be made over the telephone by calling 1950; 542-4301, or by mail at 222 N. Expressway 77/83 Suite 176, Brownsville, Texas 78521. Please accept our apologies for

AROUND THE VALLEY

vehicle crash leaves 1 dead

BY XAVIER ALVAREZ

The Texas Department of Public Safety is current-ly investigating a fatal two-vehicle crash that occurred Thursday morning in Santa

According to a news release, the crash occurred at about 6:25 a.m. on 281

BROWNSVILLE AND THE RIO GRANDE VALLEY

Weslaco updates lawsuit against water plant contractors

Just two months after Arturo "A.C." Cuellar and Ricardo "Rick" Quintanilla were sentenced to lengthy prison terms for their roles in the Weslaco water plant against the project's con-tractors to include facts from the criminal case

On March 23, Weslaco filed a fifth amended peti-tion in its attempt to recoup

Quintanilla — primarily focuses on Massachusetts-based CDM Smith, the firm that oversaw the rehabilita-tion and construction of new water and wastewater treatment plants between 2008 and 2017. The amended complaint

makes new allegations bol-stered by facts that were revealed during the October 2022 criminal trial against the two men, whom a jury convicted of a combined 70 counts of bribery, money laundering and wire fraud.

tion in its attempt to recoup
the millions it says it lost as
a result of one of the largest
public corruption scandals
to rock Hidaigo County.
The lawsuit — which
rames a host of defendants,
including Cuellar and

"Jerry" Tafolla, and one-



DINA AREVALD | THE MONITOR

Weslaco businessman Ricardo "Rick" Quintanilla, second from left, walks out of the McAllen federal courthouse after being convicted on all counts in the Weslaco water plant brib-ery trial on Thursday.

proker Leonel J. Lopez Jr.
Tafolla, however, is not listed as a defendant.

Wesiaco originally filed a four-page suit against CDM Smith alone in January 2019 over a discontinuous control of the control Weslaco originally filed

lion CDM Smith claimed Westaco owed it that sum as payment above the \$38.5 million guaranteed maxi-mum price the city had

agreed to pay.

CDM Smith said the extra cost was as a result of 239 days' worth of construction delays due to rain over the course of 2014 and 2015.

Weslaco, in turn, argued that weather delays only entitled the company to more time - not more money - to complete the project. Weslaco is further asking the judge to declare all the contracts related to the water plant projects as void due to fraud.

Fieldy's farewel

Edinburg family says goodbye former military dog

Weslaco board to talk to lone finalist

BY MATT WILSON

poice found a vial of alleged methamphetamine. According to Salvas, the cam-put principal began booking for Blot gits the decreey of the purse but the had left and gone home. "So our police went to her house and armsted her," Salinas said.

A spokespesson for the district said no students were harmed in relation to the incident.

Salinas said Blief had been with the district for eight years. According to ECISD's website she taught seventh grade social studies at the party. ies at Harwell.

ies at Harvell.
"The safety of our students is our top priority, We want our parents and community to know that no students were injuried, and whith the aid of security cameras we were able to pinpoint who the teacher was within an four of the Incident," Salinas said in a statement.

GETTING IT RIGHT

CORRECTIONS & CLARIFICATIONS

It is the policy of The Brownsville Heraid to correct errors in a timely marine. Corrections and clarifications will be published in this space. To inquire about corrections, readless may call an editor.

982-6628 1 982-6617 982-6625 | 982-6620

or e-mail us at

hipartisan bill seeking to guarantee continued access to healthcare resources at lower costs. The bill would expand access for Medicare, Thicare and Medicard ben-eficiaries such as perma-nent care at a freestanding

Due to many hospitals reaching capacity during the pendemic, the Centers for Medicare and Medicaid Service issued a waiver that allowed fully licensed emergency departments, or FECs, to function as

The release also pointed to a study that indicates that FECs saved Medicare programs 21.8% in payments. Those payments were for lower emergency care.

"A person's access to

beneficiaries may access the high-quality medical treatment provided by free standing emergency centers — expanding centers — expanding access and lowering cost for South Texans and

rity, and (the) moderniz tion of transportation infrastructure from the Texa Mexico border crossing onto the state highway sy-tern," according to the bill The study would be conducted by the Texa Department of Publis

HB 4422 calls for state of

cials to conduct a study "public safety, border sec

lety in conjunction with al law enforcement local academic researchers and transportation industry stakeholders.

HB 3805 would go towan creating a new funding cartarion node

The new funding would be allocated for highway infrastructure projects located along the border that would provide greater security in the movement of goods ... onto the state highway system," or mitigate congestion in other modes of transportation, such as airports and railroad cross-

ings.
The Rio Grande Valley is the only border region in the state whose international ports of entry are not con-nected to an interstate high-

way system.

Plans to expand
Interstate 69 to the region's
land ports have stalled for
years, leaving local leaders trying to plan projects

County hires firm to determine how bad leaks are at new courthouse

EDINBURG — Move in day for the Hidelgo County Courthouse has bit yes couther setback after officials discovered leaks in the roof at the newly construct-ed building However, the leaky roof

isn't the only issue plaguing the seven-story building, whose opening was pushed back multiple times last

There are also problems with air leaking in through the building's exterior shell, leading to humidity issues inside the courthouse.

The problems loom so large that, on Thesday, the Hidalgo County Commissioners Court hired a firm to conduct a comprehensive inspection of the

The county hired Wiss, Jamey, Elstner Associates Inc., or WJE, of Houston, to determine the extent of the

damage.
WJE's inspection will WJE's inspection will make use of aerial drones, fog machines, moisture probes, infrared imaging and other techniques both inside and out of the courthouse to examine the roof, the exterior shell, windows and more.

According to documents the county provided to WJE ahead of its inspection proposal, both water and air lawe been infiltrating the building due, in part, to defective construction.

There is also reported non-conforming installed by the Co Manager and their subcio-tractors throughout the building," WJE stated in a March 2 proposal to provide consulting services.

Hidalgo County Judge
Richard F. Correz confirmed WJE's assertions.

"I think we have some

issues with the roof. I think we have some issues with some of the windows and some issues with pressure, negative pressure, in the court-house that we're trying to correct," Cortez said via phone Wednesday.

But the judge was less forthcoming when asked what the inspection's price log will be, as well as fixing the saues that the company uncovers

"We're trying to identify responsibility and solutions to the problems. And we're right in the middle of those things, so I'd rather not discuss those things at this time," Order said.

The judge further asked

for the public's trust that he and other county leaders are doing their best to resolve the construction issues without further burdening tappayers.
"At this point in time, the public is better served if you allow us to do our jobs and we will do our jobs," Cortez said.
In 2017 the county birned.

In 2017, the county hired San Antonio-based firm, Jacobs Project Manageme Co, to serve as the overall project manager for the build.

Jacobs, in turn, has been overseeing the work of other contractors associated with the project, including architects HDR Architecture Inc. and ERO Architecture Inc. and ERO Architects, and construction manager, Morganti Texas Inc., which has offices in both Houston and San Antonio.

BISD PURCHASING

Bill Rusteberg <riskmanager@sbcglobal.net>

Thu 9/7/2023 3:50 PM

To:Adrian Garcia ISM-Rio Grande Valley <adrian@ismrgv.org>

THURSDAY, SEPTEMBER 7, 2023

BISD TO AUDIT PURCHASING, MAINTENANCE AND FOOD AND NUTRITION

XI.A.2. Discussion and possible action regarding purchasing department procurement review. (Board Agenda Request Denise Garza/Board Support Eddie Garcia)



Special to El Rrun-Rrun

Were you an administrator or a vendor with the Brownsville Independent School District's Maintenance, Purchasing, or Food and Nutrition Service departments?

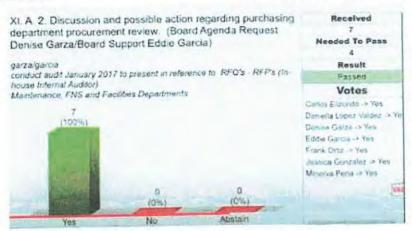
Did you sell ineffective fertilizer to the maintenance department, spoiled meat to the Food and Nutrition department, or padded the costs of your bid to get a facilities construction contract?

If you were involved – going back to 2017 – get ready for the Requests For Proposals (RFP) and Requests for Qualifications (RFQs) that might have been submitted and accepted or rejected to come under the BISD's internal auditors' scrutiny.

The item was placed and voted on during the BISD board's Tuesday meeting placed on the agenda by board member Denise Garza and supported by Eddie Garcia and drew a unanimous vote.

"Due to some ongoing issues that we've had with some RFQs, I'd like to motion to conduct and audit from January 2017 in reference to some RFQs and RFPs for the following departments; Maintenance, Food and Nutrition Service, and Facilities," Garza told the board. "And the reason I'm asking to go back to 2017 until now is because I know we've had a change in administration, we've had a change in directors, and superintendents, so this is my motion."

ge in





"Is there just an amount, or just everything?," asked board member Carlos Elizondo.

"Everything having to do with RFQs and RFP0s, because one thing we have been hearing and what we have noticed is that there have been some violations out there," Garza replied. "...those are the departments that go out for big contracts."

"I'm just wondering because there's a lot of them," Elizondo replied. "Are we including all of them? Everything?"

"We have to include them since that's what the item calls for," said Superintendent Rene Gutierrez.

"I think that's good, but be very conscientious that there is a statute of limitations on a lot of this stuff," said board member Minerva Peña, "especially since 2017. But it would be good to know if something inappropriate had been done that would be excellent."

After board counsel clarified that there was no statute of limitations if it was an internal matter, he said that when it cames to vendors and it was criminal, the statutes could apply. The board then voted unanimously to approve the item.



RiskManagers.us is a specialty company in the benefits market that, while not an insurance company, works directly with health entities, medical providers, and businesses to identify and develop cost effective benefits packages, emphasizing transparency and fairness in direct reimbursement compensation methods.



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as) (102 and Not 102 mid ten Los Fresnos Consolidated Independent School District is Soliciting Competitive Sealed Proposals for

the bearing

CSP-W 22-23-19 Laureles Elementary HVAC System Upgrades and CSP-# 22-23-20 Laureles/Liberty Central Plant Chiller Upgrades. All proposatis must be on a impression basile including General Contract, Electrical and Mechanical work and must be submitted as esperate tid packages. Digital Stip packages available at Ethos Engineering, email: glooppr@exhessing.ost; phone: (959) 230-3405. An executed bit bend form in the amount of 5% for each proposal must accompany each proposal.

CSP# 22-23-19 Laureles Elomentary HVAC System Upgrades bid proposal due December 1, 2022 at 2:00 pm acet read virtuel (Go-to-Meeting) at 2:15 pm. Login access details: https://meet.goto.com/s43008/09/70u can atso dial in using your phone United States: ±1,(312) 757-3121 Access Code: 443-009-709.

Virtual Go-to-Meeting Pre-Bid Conference will be on November 17, 2022, at 8:30 am Login access details: https://mast.goto.com/983133341. You can also did in using your phone United States: ±1 (6db) 749-3122 Access Codes 983-133-341.

CSP# 22-23-20 Laurelea/Liberty Central Plant Upgrades bid proposal due December 1, 2022 at 2-00 pm and read virtual (Go-to-Meeting) at 2-45 pm. Login access details: https://meat.goto.cgm/841772173. You can also dai in using your phone United States: ±1 (408) 590-3123 Access Code: 541-772-173.

Virtual Go-to-Meeting Pre-Bid Conference will be on November 17, 2022, at 9:00 am Logir socies defails: https://med.goto.com/758243593 fou can also data in using your phore United States: ±1.67(1.317-3122 Access Code: 758-243-693.

A walkthrough will be on November 21, 2022, at 9:00 am at A watermough, with our tributermant of the 2003, San Bentlo Bestle Each Bid Proposal must be submitted in a sealer greekepe to Etnes Enghanering, 1126 South Converce St. Hallinger, 1X 7850 and shall be plainer method "CSP# 22-23-19 Laureles Elementary HYAC System Upgrades" and "CSP# 22-23-20 Laureles/Liberty Central Plant

Faxed or emailed Proposels are not acceptable. LFCISD reserves the right to accept or reject any or all proposels and to waive any irregularities.

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BRACEPARED (BIAKS

INVITATION

and Awards & Inconstyo District-Wido BID 24-003 Opening 9:15 am no Room Supplies & Equipment District-Wide BID 24-000 00/08/2020 9:30 xix Caracluston & Honor Awards District-Wide 04/04/2023 ntractect/Presonters Services & Training trius-Wiste BIO 24-025 CUP 23-175 der Heyer: Gennia Alvear, CTRES GBP 93-176 for Buyers Connie Alvaer, CTUSS ESSER Fauls MS HVAC Upgracies, Group N OSP 93-173 ns (CHR - New Parking Let Expension CSP 23-374











"INVITATION TO BID"

IS LOS FrANCISO ISO IS

	Category	Number	Time Due	Due Date	
CEP	Athletic, PE Sopphies & Small Equipment	23-24-01	-8/30 AM	5730/2020	
Car	Shident Uniforms & Clothing -(Althorics/PE, extra-curricular, clubs)		DESCRIPTION OF THE	3-00/2003	
CSP	Employee Unitorne -(Police & Security maintenance, & general)	23-21-03	MARKEDE	0.00/2023	
CEP	General Merchandian & School Related Products	23-24-04	11:30 AM	(505/00)	
	Electrinis, Cetering or Misc. Food Products	23-24-05	(1074)	5/30/2023	
CSP	Music Supplies, Instruments, or Repair Services	23-24-06	D. See Flat	5/30/2023	
CSP	Police & Security Supplies/Paris, Small Equipment, Report Vertalismen, & Services	93-24-Cit	\$20 PW	ESPANOES.	
CSP	Awards, Triphies, Incentives, Spirit Attre, Promotional & Adventising lisese	23-24-08	0.30 AM	le31/2023	
	Printing Services	25-64-10	DOCAM	8/31/2023	
CSP	District Vehicle Parts, Reparts, Sales, Supplier or Services	28-24-11	to su AM	1/31/2023	
	Custodial Supplies & Smith Equipment	23-34-12	- Company	5/31/2029	

Old includes items based below.

Carpentry Supplies, Small Equipment, or Services
 Concrete, Paving, Asphall Materials of Services

Makidonance Pacifikes & Grounds Supplies, Equipment, or

- · Electrical Supplies, Small Equipment, or Services
- Fending Materials, Supplies, or Services
 Flooring Installation, Mathematics Repairs or Services
- Class/Clasing Materials or Installation Services Grounds/Landscaping Espities, Equipment, Remaix or 5
- . HVAC Supplies, Small Equipment, or Services
- · Masonry Supplies or Services

GSP

Sorvices

- · Painting Supplies, Small Eduloment or Sendons
- Plainting Supplies, Small Equipment, or Services
- Rooting Supplies, Equipment, and Services
- . Signage Supplies, Equipment, and Services
- Swinning Pool Supplies, Small Equipment, or Services
- · Water Softener Supplies, Equipment, or Decidene
- · Walding Supplies, Small Equipment, or Services

CBP Charles Bus & Transportation Services

23-24-16 2:30 PM 6/31/25

23-24-13 1:50 014 5/81/2003

BFP/CSP is due at the specified time and date above, on the below mentioned te. We reserve the right to accept or reject any or all proposals,

ans may be obtained by visiting Los Fresnox CISD purchasing web-site https://licisd.bonifieatuh.com/portal/Piab=open-Open-Open-Departmentsweb-site https://licisd.bonifieatuh.com/portal/Piab=open-Open-Open-Departmentsy juestions to register and/or to access the proposal parkets pisase contact
Albanto Anguisto, Purchasing Director, at aanguiang1545620/fiched.net.or at
the District Purchasing Office at 32700 State Highway 100, Los Fresnos, Toxas
or by calling (956) 264-6115. ASSISTANTA

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3/31/20



NO. PRE-BID/PROPOSAL SUBMISSION

PUBLIC UTILITIES BOARD

INVITATION TO **BID/PROPOSE**

OPENING

	CONFERENCE CALL					,,,,,,,
B 030-23	N/A	04/12/23	5:00 PM	04/13/23	10:00 AM	Annual Supply of General Stock
B 031-25	N/A	04/19/23	5:00 PM	04/20/23	230 PM	Supply of 3-Phase Padmount Transformers
P 032-23	N/A	04/19/23	5:00 PM	04/20/23	18:50 AM	Employee Assistance Program Services
B 036-23	N/A	05/03/23	5:00 PM	05/04/23	10.00 AM	Annual Supply of Water and Wastewater Inventory Material

*B/P/Q (BID/PROPOSAL/QUALIFICATIONS)

Sealed bids/proposals/qualifications will be received by the Brownsville Public Utilities Board, at the office of DIANE SOLITAIRE, PURCHASING, 1155 FM 511, OLMITO, TEXAS 78575, (956) 983-6364. The bids/proposals/qualifications will be received until the date specified above. INTERESTED BIDDERS/PROPOSERS MAY OBTAIN SPECIFICATIONS AND/OR INFORMATION AT THE BPUB PURCHASING DEPARTMENT. Bidders/Proposers are invited to attend the bid/ proposal/qualification opening at the Office of the Purchasing Department on the dates specified. Presence at the bid opening is not mandatory. Specifications may also be obtained at https://www.brownsville-pub.com/rfp_status/open/

04/02/2023

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PORTE TO BROWNSVILLE

the port that works

Port of Brownsville Purchasing & Contract Services INVITATION

* B/*P/*Q (Bld/Proposal/Qualific

Description	NUMBER	Pre-Bid/Proposal Meeting	Bid Opening	
Port Insurance Coverages	*P PIC-020523	NA	6/9/2023 © 2:00 P.M. GY Microsoft Teams monting	

Interested Bidders/Proposer are invited to attend the Bid/Proposal opening via Videoconference on the dates specified. Presence is not mandatory. Specifications may also be viewed and downloaded at: https://www.portofbrownsville.com (956) 831-4592 office, e-mail: purchasing@portofbrownsville.com

4/02/2023



PURCHASING DEPARTMENT

INVITATION

BID/CSP/RFQ (Bid/Competitive Sealed Proposal/Request for Qualification

Description	Number	Submission/ Opening
Purchase of New Service Vehicles District-Wide	RFP 23-172	04/20/2023 Submission 9:00am
Senior Buyer: Connie Alvear, CTSBS		Opening 9:15am

Respondents must submit bids/proposals electronically using the BISD eBid System by the established deadline (*Not applicable), or sealed bids/ proposals/qualifications may be received at the office of Mrs. Rosario Peña, RTSBA Purchasing Administrator, 1900 E. Price Rd, 1st Floor, RM 107, Brownsville, TX 78521-2417, (956) 548-8361. If you have any questions please contact the assigned Senior Buyer, as listed above. The BISD eBid System's websits is https://blsdpurchasing.ionwaye.net-

04/09/2023



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SEALED

ONE (1) RFPs Al written of RFP - "A 12-15 PA YEAR M sonled R

NO FACE WILL BE FOR PRE SUBMIT! AND WILL

OVERNIL ENVELO

Juan Tobi Managari





EDWARD TO THE

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LIBERATED

CITY

President Voludyrey Zelensky, islamphantly welled the streets of the newly liberated tity of Kherson on Manday, halling Bussie's withdrawal as the "beginning of the end of the



White little variet in a grantit formation above the rows of localitiones creating an almost peaceful dence because them set the formers tabl to rest hever at the fine Gounds Valley State Missiens Cornetary in Mission.

Brownsyllletterald.com







lose litrarry, a once-standout DEA agent sentenced to more than 12 years in tedant prison for conspiring to humofor inner with a Colombian cartel, speaks during an interview the night before going to a federal detention center, in San Juan, Puerto Iliko on Jan. 5, 2922.

PLEASE SEE CORRUPT, AN

BAN JUAN, Puerte Riso — José Irizarry accepts that he's knows as the most corrupt agent in U.S. Drug Enforcement in Conspiring with Colombian cartels to build a lavish lifestyle of expensive sports cars, Tiffany jewels and parameter sround the world.

Thancias A Calo Piace to Visit! PHARMACY & MORE ice Explin Manday, November 21, 2021

CEPHALEXIN Spemo 100 CAPS

PIROXICAM 20MG 100 CAPS 5四 99

LOSARTAN 100MG 30 TABS 2 FOR \$8 99

FINASTERIDE 5MG 30 TABS \$@99

Mario Flores and his wife Cynthia Hertundez embrace one another as they stand in the charred rena their buckyard patio at their home in Brownsville on Monday, after their home was inclustrated late is

Corrupt DEA agent tells all:

Ites Interjeut patio at their frome in Browneysite on Montay, after their transe were incurred to the content of the content of the firm when the content of the content of

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cans charging ment shutdown



J. Scott Applewhite | AP

b. Lauren Boebert, R-Colo., and Rep. Scott Perry, R-Pa., propose amendments urity Appropriations Bill before the House Rules Committee, at the Capitol in

But the divergent agendas pressed by the GOP's quarreling camps and McCarthy's precarious position within his own ranks could make an eventual deal with Democrats harder to accomplish than in previous standoffs. At the same time, muddied justifications for a shutdown heighten the danger to swing-district Republicans, who would face voter backlash over disruptions in government services.

Representative Lawler of New York, one of 18 Republicans who represent districts Biden won in 2020, said Thursday he would join with Democrats to force a House vote on short-term funding for the government stripped of conservative demands - if his party can't come up with a plan to avoid

"I will do everything in my power to avoid a shutdown," said Lawler, who represents the Hudson Valley.

Unlike the unprecedented U.S. default and potential tumult in global financial markets threatened during Washington's debt-limit confrontation earlier this year, the economic consequences of a shutdown largely depend on how long it lasts.

A lapse in federal funding would cut 0.2 percentage points from GDP for the quarter each week it lasts, estimates Bloomberg chief U.S. economist Anna Wong. With forecasters already anticipating slower growth, an extended shutdown risks tipping the U.S. into a recession. A shorter one carries less risk.



Rodrigo Buendia | AFP | Getty | TNS

Sen. Robert Menendez speaks to the press after a meeting April 10 at Carondelet Palace in Quito, Ecuador.

NJ senator charged with taking bribes of gold bars and cash

BLOOMBERG NEWS

U.S. Sen. Robert Menendez from New Jersey was indicted in a sweeping corruption probe alleging that the Democrat and his wife protected three businessmen who showered them with gifts of gold bars, hundreds of thousands in cash, mortgage payments and a Mercedes convert-

The indictment in New York federal court said that Menendez, who is chairman of the Foreign Relations Committee, abused his power to secretly benefit Egypt as well the businessmen, including one seeking help with his own federal indictment. businessman Another sought the senator's help to protect his company, the only authorized importer of halal meat to Egypt.

Damian Williams, the U.S. Attorney for the Southern District of New York, said at a press conference Friday that Menendez sought to disrupt the probe by seeking to have a U.S. Attorney appointed in New Jersey that would "bow" to political pressure.

"This investigation is very much ongoing," Williams said. "We are not done."

U.S. authorities in June 2022 took the extraordinary step of executing a search warrant on a sitting senator, recovering \$486,461 in cash from Menendez's house in New Jersey, two one-kilogram gold bars and 11 oneounce gold bars. The cash was stuffed in envelopes and hidden in clothes, closets and a safe. The gold bars were worth around \$82,000 at the latest spot prices.

also seized Agents \$79,760 from his wife's safe deposit box, according the indictment.

Menendez, 69, who faces re-election next year, said that "forces behind the scenes" are trying to "dig his political grave" and that he was simply doing normal work for constituents.

Former IES finance director pleads guilty to embezzlement conspiracy

By XAVIER ALVAREZ Staff Writer

Despite receiving warnings from an auditor with the Office of Inspector General, the chief executive officer of International Educational Services Inc., or IES, advised his financial director "not to adjust the salaries to the cap limit" as they were told, according to a plea agreement between federal prosecutors and IES' finance director.

Juan Jose Gonzalez, the former finance director for IES, pleaded guilty Tuesday morning to two counts of conspiracy to embezzle money meant for the non-profit and theft concerning programs receiving federal funds.

Gonzalez is facing up to 10 years in prison.

IES was a nonprofit organized under the laws of Texas that operated chiefly in the Rio Grande Valley, including Cameron County, that contracted with the federal government under the Unaccompanied Alien Children care and placement program.

The UAC is a federal program that provides placement, housing, food and other services to children under the age of 18 who have no lawful immigration status in the U.S. nor parent or legal guardian available to provide them care and physical custody.

This program is administered by the Office of Refugee Resettlement, also known as ORR, which is a program of the Administration for Children and Families, or ACF, an office within the U.S. Department of Health and Human Services, or HHS. According to the fact

summary sheet within the plea agreement documents, defendants Ruben Gallegos Sr. and Ruben Gallegos Jr. were the chief executive officer and the executive director of IES between the years 2014 and 2017. Gonzalez was the finance director.

"IES received nearly all its funding in the form of federal grant funds," the document reads. "For each fiscal year (FY) from 2014 through 2018, IES received millions of dollars in federal grant funds."

In 2016, an audit of IES' fiscal year 2015 conducted by HHS OIG found that Gallegos Sr., Gallegos Jr. and Gonzalez violated executive compensation limits and committed in less-than-arm's-length transactions in violation of federal limits.

According to the document, Gonzalez received a salary of \$375,177 in 2015 when the salary cap was \$181,500. This yearly trend continued with Gonzalez receiving more than the cap.

"In 2017, Gonzalez was paid a salary of \$249,716 which exceeded the salary cap of \$187,000," the document said. "All Gonzalez's salary was paid with federal grant money."

When questioned by authorities, Gonzalez stated that it was Gallegos Sr.'s idea to increase the executive salaries during an impromptu meeting, adding that he did as he was instructed and increased the salaries for each of the defendants.

Gonzalez also stated that in 2016, two years before IES shut down, he had been advised by an OIG auditor that the nonprofit couldn't use federal grant money to pay its executives more than the cap.

On June 30, 2016, Gonzalez sent an email to Ruben Gallegos, Sr. and Ruben Gallegos, Jr. advising them that they were in violation of the salary cap limit and advised them of the salary cap limit for FY-2017," the document said. "Gonzalez stated that Ruben Gallegos, Sr. told him not to adjust the salaries to the cap limit and that they would continue to draw their salaries regardless of the cap."

The three defendants were paid salaries far above the federal limits. Gonzalez was paid \$641,115 above the federal salary cap limit from 2014 through 2017.

Gonzalez also rented property to IES at rates that exceed federal regulation, according to the court document.

In August 2014, Gonzalez purchased four wooden frame buildings for a total of \$24,400 which were combined to make two portable buildings that were then leased to IES in Los Fresnos.

Under federal regulations, Gonzalez would've been able to charge IES \$3,400 per year for renting each portable. However, Gonzalez rented the building to IES for \$2,200 a month each from October 2014 to March 2018.

He also rented one of the portables under the name of an immediate family member, resulting in Gonzalez and his family member receiving \$177,808 in rent from IES, which exceeded what was allowed under federal regulations by \$148,258.



RIO GRANDE VALLEY

Trial for three accused of embezzling money from immigrant shelter pushed to January

BY LANDA B. MARTINEZ STAFF WINTER

A federal judge has signed as order agreeing the unbersternest case against the president, CEO and finance director for international gaueston Services or ES is "complex" and has pushed back their trial date to January.

naturation Services or IES in "complex" and his pushed back their children being the property of the property

review if with the defeat-dant-client." Their earlier schedul-ing order had their brisl scheduled to begin Nov. 7. Gellegos Sr., Gallegos Jr., and Gonzalez were judicted on the charges in August Count one of the indictment charges them with conspiracy. Causi two charges them with

theft concerning programs recoving federal funds.

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WHY PEOPLE RISK SO MUCH FOR SO LITTLE?

Wed, 02/21/2024 - 12:00am

Another fed indictment?

By Gregg Wendorf Advance News Journal

Another elected official in Hidalgo County indicted by the feds, charged with two counts related to bribery and racketeering.

What else is new?

Ten years ago, 2014, a story was published in this newspaper, which carried this lead paragraph: "The FBI and the Texas Rangers are joining hands to fight public corruption in the Rio Grande Valley."

Based on multiple news stories subsequently published in The Advance over the past decade, citing successful convictions in federal courts, the work fighting public corruption seems to have paid off, despite claims made by some, related to a few of the defendants, that prosecutors are sometimes too heavy handed.



GREGG WENDORF'S TRUE CRIME



Still, the press releases published after each trial, courtesy of the DOJ, discount that allegation, by laying out what it deems are the "facts related to the case."

Now, former Edinburg City Councilman Jorge "Coach" Salinas stands accused of working with another elected Edinburg city official (Public Official A, as named in the indictment) to steer city business to a city vendor (listed as Person 1 in the indictment) between June 1, 2019, and March 1, 2020, during the period when Richard Molina was the city's mayor and a close political ally of Salinas, each supporting the other.

In November 2021, after one term in office, Salinas chose not to run for reelection (Place 1), and Molina lost in a runoff election to current Mayor Ramiro Garza, Jr., who led the way the following March in adopting a new code of ethics for Edinburg's elected officials, board, and committee members.

"It's important. People work hard for their money. They need to know their money is in good hands and they are electing people that are going to follow the laws that are in place. I think this code of ethics is going to show that," said Garza.

In fact, during the first city meeting that Ramiro Garza, Jr. convened in December 2021 as the city's new mayor, he asked the city council to adopt a full disclosure of any conflict of interest with regard to elected officials and city vendors, which was indeed adopted.

Six years prior, in 2015, a story published in the *Pittsburgh Tribune-Review* labeled Edinburg as "the dirtiest town" in the entire state.

"Texas had 166 convictions, 34 in Hidalgo County alone, with a dozen cases linked to government agencies headquartered in Edinburg, the county seat."

Meanwhile, former Councilman Jorge "Coach" Salinas remains innocent until proven guilty.

The Allegation

According to the federal indictment unsealed last Friday, Jorge "Coach" Salinas "did knowingly, and corruptly solicit and demand for his own benefit, and the benefit of others, and accepted, and agreed to accept something of value, that is United States currency, from Person 1, intending to be influenced and rewarded in connection with a business, transaction, and series of transactions with the City of Edinburg valued at \$5,000 or more."

In plain English, votes in exchange for *dinero*. That was Count 1, as part of the indictment.

Count 2 claims that between June 1, 2019, and approximately March 1, 2020, Salinas did knowingly use a cell phone, and wire and electronic communications, with the intent to promote, manage, and facilitate unlawful activity, namely, bribery.

According to the indictment, if convicted, all "property, real or personal, which constitutes or is derived from proceeds traceable to such offense, is subject to forfeiture."

That amount, listed in the indictment, equals approximately \$47,235.

On a personal note, Jorge Salinas was with Edinburg CISD for an undetermined amount of time before being (allegedly) terminated circa 2016. Some claim that he resigned in exchange for a pay-out, to avoid expensive litigation on the part of the school district, with the stipulation that he would never re-apply to work again with Edinburg CISD.

Side note: Jorge Salinas was rehired by the same district last year.

Meaning, basically, while on the Edinburg City Council between 2017 and 2021, Salinas didn't (allegedly) have a full-time job, but he did have a school-district pay-out in hand, allegedly worth approximately \$80,000 (unconfirmed through official channels).

Salinas's attorney of record is Jesus Villalobos.

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U.S. Magistrate Judge Scott Hacker set the former councilman's cash bond at \$50,000 after Jorge Salinas entered a plea of not guilty.

Why Accept Bribes?

In Hidalgo County in particular, and the RGV in general, white-collar crime has become almost as common as a hot summer. Or maybe it just seems that way.

Is public corruption more prominent here than in other parts of the country, who knows. But it seems that not a month goes by that another federal indictment isn't unsealed, putting the name of another elected official, or two, or three, on the front page in a bad light, casting a shadow over the entire region.

Question is, why does anyone who has built a career risk everything, not to mention time in a federal prison, for a relatively small amount of money?

According to at least two studies related to the subject, the answers are complex.

The two studies — "Why Do People Take Bribes? An Exploration of Individual-Level Factors That Motivate Bribery" by Michael Johnston; and "Understanding Corruption: Explaining Why Good People Do Bad Things" by Susan Rose-Ackerman — help spell out some of the reasons (with the help of AI):

Not about the money: While the monetary value might seem small, it's often not the primary motivator. The bribe might represent access, influence, or a sense of obligation to the briber. Public officials might feel pressured to reciprocate future favors or simply succumb to social norms within corrupt circles.

Perception of risk: Some officials might underestimate the chances of getting caught or believe they can justify their actions through rationalizations like "everyone does it" or "it's just a small favor." Additionally, the perceived severity of punishment might not outweigh the immediate perceived gain.

Gradual escalation: Bribery often starts small and escalates over time. Accepting a seemingly harmless \$5,000 bribe can create a slippery slope towards larger sums and greater risks. It becomes harder to refuse subsequent offers after having already crossed the ethical line.

Psychological factors: Some officials might have personality traits like impulsivity, narcissism, or a sense of entitlement that make them more susceptible to corrupt behavior. Additionally, financial pressures or personal vulnerabilities can increase the temptation.

Systemic weaknesses: Weak ethical codes, inadequate oversight, and lack of transparency within organizations can create fertile ground for corruption. A culture of impunity, where past offenders face minimal consequences, further emboldens others to engage in similar acts.

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